



**CITY COMMISSION AND
COMMUNITY REDEVELOPMENT
AGENCY**

**City Hall Commission Chambers
300 W. Plant Street
Winter Garden, Florida**

Regular Meeting

April 23, 2026

6:30 PM

Call to Order

Determination of a Quorum

Invocation and Pledge of Allegiance

1. Approval of Minutes

A. Regular Meeting Minutes – April 9, 2026

2. PRESENTATION

A. **Proclamation 26-07**: Public Service Recognition Week (May 3-9) – **Mayor Rees**

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. **ORDINANCE 26-11**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, VACATING AND ABANDONING A PORTION OF THE PLAT DEDICATED UTILITY AND DRAINAGE EASEMENT UPON LOT 478 AND TRACT P, OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 101, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING – **Second reading and public hearing May 14, 2026** – **Planning Director Carson**

4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

A. **ORDINANCE 26-10**: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 14, SECTION 14-1 OF THE CITY CODE TO REPEAL AND REPLACE EXISTING ANIMAL CONTROL PROVISIONS AND TO ADOPT THE ORANGE COUNTY ANIMAL SERVICES ORDINANCE, AS AMENDED FROM TIME TO TIME, BY REFERENCE; AMENDING CHAPTER 14, SECTION 14-2 TO ESTABLISH CITYWIDE LEASH AND DIRECT CONTROL REQUIREMENT FOR ANIMALS IN PUBLIC SPACES; AMENDING CHAPTER 27, SECTION 27-9 RELATING TO DOMESTIC ANIMALS IN PARKS AND RECREATION FACILITIES; AMENDING CHAPTER 118, ARTICLE XII, SECTION

118-1612 RELATING TO THE DOG FRIENDLY DINING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE – **Economic Director Hutchinson**

5. REGULAR BUSINESS

- A. **RESOLUTION 26-05**: A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING THE CITY OF WINTER GARDEN PURCHASING MANUAL ADOPTED BY RESOLUTION NO. 25-06; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE – **Finance Director Zielonka**
- B. Recommendation to approve contract with T. D. Thomson Construction, Inc. to remove and replace sidewalks in Regency Oaks, Daniels Crossing and Daniels Road in the amount of **\$224,649.64** – **Assistant City Manager for Public Services Pash**
- C. Recommendation to approve RFQ 26-001-ED rankings and authorize staff to negotiate awarding contract to DNA Event Creative, LLC as the Presenting Partner of the Garden Theatre – **Economic Development Director Hutchinson**
- D. Recommendation to approve **SPECIAL EVENT** – Shop, Dine and Stroll – Downtown Winter Garden on Saturday, May 2, 2026 – **Economic Development Director Hutchinson**
- E. Recommendation to approve **SPECIAL EVENT** – Summer Sidewalk Sale event in Downtown Winter Garden on Saturday, August 1, 2026 – **Economic Development Director Hutchinson**
- F. Recommendation to approve **SPECIAL EVENT** - West Orange High Sen'ya Later School Parade Downtown – Wednesday, May 13, 2026 - 5:30 to 6:30 p.m. with street closure – **Planning Director Carson**

Dispense as the City Commission and convene as the Community Redevelopment Agency

- G. Recommendation to authorize City Manager execute Retail Strategies Inc. Consulting Agreement in the amount of **\$50,000** annually for three years – **Economic Development Director Hutchinson**

Adjourn as the Community Redevelopment Agency and reconvene as the City Commission

- 6. Matters From Public - (Limited to 3 minutes per speaker)**
- 7. Matters From City Attorney - A. Kurt Ardaman**
- 8. Matters From City Manager - Jon C. Williams**

9. Matters From Mayor and Commissioners

10. Adjourn

NOTICES:

In accordance with Florida Statutes 286.0105, if any person decides to appeal any decision made by said body with respect to any matter considered at such meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City of Winter Garden does not prepare or provide such record.

Any opening invocation that is offered before the official start of the Commission meeting shall be the voluntary offering of a private person, to and for the benefit of the Commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Commission or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Commission meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Commission Chambers or exit the City Commission Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance. (Reference Resolutions 15-04 and 16-02)

Pursuant to Florida Statutes 282.601, 286.603, and the Americans with Disabilities Act (ADA), the City of Winter Garden makes every effort to ensure that those with disabilities have access to electronic information provided to the public, except when compliance with those sections impose an undue burden on the agency. In the event of difficulty accessing this publicly provided information, please contact the City Clerk's Office at (407) 656-4111, Ext. 6327, for assistance.



Those needing assistance to participate in any of these proceedings should contact the City Clerk's Office at least 48 hours in advance of the meeting (407) 656-4111 Ext 6327.



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained at the meeting from the Information Technology Department (407) 656-4111 Ext. 5455.



Minutes
City Commission
April 9, 2026, 6:30 p.m.

A **Regular Meeting** of the City of Winter Garden City Commission was called to order by Mayor Rees at 6:30 p.m. at City Hall, 300 West Plant Street, Winter Garden, Florida. An opening invocation and pledge of allegiance were given.

Present:

Commissioner District 1 - Lisa L. Bennett
Commissioner District 2 - Iliana R. Jones
Commissioner District 3 - Chloe Johnson
Commissioner District 4 - Colin Sharman

Also Present:

City Manager - Jon C. Williams
City Attorney - A. Kurt Ardaman
Interim City Cler – Ronisha Martin

Absent:

Mayor John Rees

1. Approval of Minutes

A. Regular Meeting Minutes – March 26, 2026

Motion by Commissioner Johnson to approve the regular meeting minutes of March 26, 2026. Seconded by Commissioner Jones and carried unanimously 4-0.

2. PRESENTATION

A. Oath of Office - New Police Officers

Police Chief Steve Graham introduced and administered the oath of office to new Police Officers Cambry Knight, Cheneffer Charlemagne, Edward (Eddie) Rosales, Conor Grady and Jacob Biedermann.

B. **Proclamation 26-02**: Proclaiming Florida’s Water Conservation Month was read and presented by Commissioner Sharman and the City Commission. The proclamation was accepted by Deirdra Irwin, Water Conservation Coordinator for St. Johns River Water Management District. Ms. Irwin expressed appreciation for the city’s ongoing conservation efforts, noted current drought conditions, and emphasized the importance of continued conservation.

C. **Proclamation 26-04**: Mayor Pro Tem Bennett stated that this item will be tabled until next City Commission meeting April 23, 2026.

D. 2026 Drop Savers Poster Contest Winners

Sustainability Coordinator & Community Liaison Donna Corbus announced the 2026 Drop Savers Contest and its Winners, along with Mayor Pro Tem Bennett, who presented certificates to the winners as follows:

Division 1 – Caitlyn Bryant	1 st Grade	StarChild Academy
Division 2 – Shriya Cheripalli	3 rd Grade	StarChild Academy
Division 3 – Victoria Okuneye	5 th Grade	StarChild Academy
Division 4 – Mercedes Jones	6 th Grade	Foundation Academy
Division 5 – Delilah Swingler	2 nd Grade	South Lake Home Educators

Honorable Mention recognition:

Cedric Davis III	2 nd Grade	StarChild Academy
Kaleb Diniz	6 th Grade	Imagine Southlake
Camryn Hardy	7 th Grade	Foundation Academy

3. FIRST READING AND PUBLIC HEARING OF PROPOSED ORDINANCE

- A. **Ordinance 26-10:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 14, SECTION 14-1 OF THE CITY CODE TO REPEAL AND REPLACE EXISTING ANIMAL CONTROL PROVISIONS AND TO ADOPT THE ORANGE COUNTY ANIMAL SERVICES ORDINANCE, AS AMENDED FROM TIME TO TIME, BY REFERENCE; AMENDING CHAPTER 14, SECTION 14-2 TO ESTABLISH CITYWIDE LEASH AND DIRECT CONTROL REQUIREMENT FOR ANIMALS IN PUBLIC SPACES; AMENDING CHAPTER 27, SECTION 27-9 RELATING TO DOMESTIC ANIMALS IN PARKS AND RECREATION FACILITIES; AMENDING CHAPTER 118, ARTICLE XII, SECTION 118-1612 RELATING TO THE DOG FRIENDLY DINING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE

City Attorney Kurt Ardaman read ordinance 26-10 by title only. Economic Director Marc Hutchinson stated that Section 14-2 of Ordinance 26-10, related to leash and control requirements, had been revised and amended. He explained that the ordinance updates City Code provisions to strengthen animal control regulations, including leash requirements, owner control in public spaces, and restrictions in parks, while aligning with Orange County standards. Staff recommended approval.

Mayor Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Sharman to approve Ordinance 26-10 with second reading and public hearing April 23, 2026. Seconded by Commissioner Jones and carried unanimously 4-0.

4. SECOND READING AND PUBLIC HEARING OF PROPOSED ORDINANCES

- A. **Ordinance 26-01:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA PROVIDING FOR THE ANNEXATION OF CERTAIN ADDITIONAL LANDS GENERALLY DESCRIBED AS APPROXIMATELY 1.50 ± ACRES LOCATED AT 1414 EAST CROWN POINT ROAD, AND APPROXIMATELY 2.02 ± ACRES LOCATED AT 1325 EAST FULLERS CROSS ROAD, NORTH OF EAST FULLERS CROSS ROAD, SOUTH OF OCOEE CROWN POINT PKWY, EAST OF FULLERS OAK LOOP AND WEST OF EAST CROWN POINT ROAD, INTO

THE CITY OF WINTER GARDEN, FLORIDA; REDEFINING THE CITY BOUNDARIES TO GIVE THE CITY JURISDICTION OVER SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE

- B. **Ordinance 26-02:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE WINTER GARDEN COMPREHENSIVE PLAN BY CHANGING THE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.50 ± ACRES LOCATED AT 1414 EAST CROWN POINT ROAD AND APPROXIMATELY 2.02 ± ACRES LOCATED AT 1325 EAST FULLERS CROSS ROAD, NORTH OF EAST FULLERS CROSS ROAD, SOUTH OF OCOEE CROWN POINT PKWY, EAST OF FULLERS OAK LOOP AND WEST OF EAST CROWN POINT ROAD, FROM ORANGE COUNTY LOW DENSITY RESIDENTIAL TO CITY LOW DENSITY RESIDENTIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE
- C. **Ordinance 26-03:** AN ORDINANCE OF THE CITY OF WINTER GARDEN, FLORIDA REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS APPROXIMATELY 1.50± ACRES LOCATED AT 1414 EAST CROWN POINT ROAD AND APPROXIMATELY 2.02 ± ACRES LOCATED AT 1325 EAST FULLERS CROSS ROAD, NORTH OF EAST FULLERS CROSS ROAD, SOUTH OF OCOEE CROWN POINT PKWY, EAST OF FULLERS OAK LOOP AND WEST OF EAST CROWN POINT ROAD, FROM ORANGE COUNTY A-1 (CITRUS RURAL DISTRICT) TO CITY PUD (PLANNED UNIT DEVELOPMENT) AS SET FORTH IN THIS ORDINANCE; PROVIDING FOR CERTAIN PUD REQUIREMENTS AND DESCRIBING THE DEVELOPMENT AS THE NEW LIFE SLAVIC CHURCH PUD; AND PROVIDING FOR SEVERABILITY; CONFLICTS AND AN EFFECTIVE DATE

City Attorney Kurt Ardaman read Ordinances 26-01, 26-02 and 26-03 by title only. Planning Director Kelly Carson stated that the applicant, New Life Slavic Church, is requesting annexation of the properties located at 1414 East Crown Point Road and 1325 East Fullers Cross Road into the City, along with a future land use designation of Low Density Residential and rezoning to Planned Unit Development (PUD) to allow construction of an 11,162-square-foot church. She noted the site design includes landscape buffers, tree preservation, and traffic improvements to mitigate impacts. Ms. Carson further noted that staff found the request consistent with the City's land development regulations and comprehensive plan. Staff recommended approval.

Mayor Pro Tem Bennett opened the public hearing; hearing and seeing none, she closed the public hearing.

Motion by Commissioner Sharman to adopt Ordinances 26-01, 26-02, and 26-03. Seconded by Commissioner Johnson and carried unanimously 4-0.

5. **REGULAR BUSINESS**

- A. **Recommendation to approve purchase of meridian barriers and trailers in the amount of \$483,170.72**

Police Chief Steve Graham stated that the request is for the purchase of portable roadway barriers to enhance public safety, improve event management, and support the City's operational needs during downtown events. He noted that as community events continue to grow, the barriers will help prevent accidental or intentional

vehicle entry into pedestrian areas. Staff recommended approval of the purchase of thirty-two Meridian barriers and four trailers in the amount of \$483,170.72, which is included in the current year's budget.

Motion by Commissioner Jones to approve purchase of meridian barriers and trailers in the amount of \$483,170.72. Seconded by Commissioner Sharman and carried unanimously 4-0.

- B. Recommendation to approve SITE PLAN for 1600 Daniels Road (Center for Digestive Health), subject to conditions

Planning Director Kelly Carson stated that the applicant is requesting site plan approval for lot three of the Daniel's Commerce Center commercial subdivision, a 1.31-acre property located at 1600 Daniel's Road, to construct a two-story, 15,348-square-foot medical office building with associated landscaping and parking improvements. She noted that the building will house the Center for Digestive Health and that the proposed site plan is consistent with the property's C-2 zoning, the City's Comprehensive Plan, and Code of Ordinances. Staff recommended approval subject to conditions.

Motion by Commissioner Johnson to approve SITE PLAN for 1600 Daniels Road (Center for Digestive Health), subject to conditions. Seconded by Commissioner Sharman and carried unanimously 4-0.

- C. Recommendation to issue Purchase Order to T.D. Thomson Construction, Inc. for Percolation Pond Repair in the amount of \$203,712.19, which includes a 10% contingency

City Engineer Jim Monahan stated that the percolation ponds are designed to dispose of wet weather reclaimed water through ground absorption and collection via perforated pipes, which discharge to Lake Apopka. He noted that a large collection pipe has developed a significant hole and must be rerouted to prevent further damage to infrastructure. Staff recommended approval.

Commissioner Sharman inquired about the extent of pipe requiring excavation and repair. Mr. Monahan responded that approximately 300 feet of 16-inch pipe, located about 16 feet deep, would be addressed.

Motion by Commissioner Sharman to issue Purchase Order to T.D. Thomson Construction, Inc. for Percolation Pond Repair in the amount of \$203,712.19, which includes a 10% contingency. Seconded by Commissioner Johnson and carried unanimously 4-0.

- D. Recommendation to issue Purchase Order to T.D. Thomson Construction, Inc. in the amount of \$131,831.33 for additional parking on West Plant Street

City Engineer Jim Monahan stated that parking in downtown Winter Garden continues to be in high demand, and staff have identified an opportunity to add twenty new angled parking spaces along the oval on West Plant Street. He noted that two bids were received for the project, and the lowest responsible and responsive contractor was selected. Staff recommended approval.

Motion by Commissioner Jones to issue Purchase Order to T.D. Thomson Construction, Inc. in the amount of \$131,831.33 for additional parking on West Plant Street. Second by Commissioner Sharman and carried unanimously 4-0.

- E. Recommendation to approve SPECIAL EVENT – Winter Garden Police Athletic League – Donut Dash 5K run on Saturday, November 7, 2026, from 7:00 to 11:00 a.m.

Planning Director Kelly Carson stated that the Winter Garden Police Athletic League submitted an application to hold its annual Donut Dash 5K run, starting and ending at Newton Park on Saturday, November 7, 2026, from 7:00 a.m. to 11:00 a.m. She described the route and certain road closure areas.

Motion by Commissioner Sharman to approve SPECIAL EVENT – Winter Garden Police Athletic League – Donut Dash 5K run on Saturday, November 7, 2026, from 7:00 to 11:00 a.m. Seconded by Commissioner Johnson and carried unanimously 4-0

6. Matters From Public

Allison Painter, 393 North Lakeview Avenue, Winter Garden, Florida, voiced concerns regarding the condition of the alley between Boyd Street and Lakeview Avenue and requested it be evaluated for possible improvements. She also asked the city to consider “No Parking” signage along Lakeview Avenue during events to help alleviate congestion and suggested exploring parking meters to improve parking management and generate revenue. City Manager Jon C. Williams acknowledged her comments and advised her to speak with City Engineer Jim Monahan.

Zachary Weisbecker, 239 East Newell Street, Winter Garden, FL spoke on the importance of youth involvement in local government and recommended creating roles, such as youth representatives on city committees, to provide input and experience. He thanked the Commission for the opportunity to speak.

- 7. Matters From City Attorney** – There were no items.

8. Matters From City Manager

City Manager Jon. C. Williams reminded everyone of Spring Fever in th Garden Saturday April 11, 2026, from 9:00 a.m. to 5:00p.m. and Sunday, April 12, 2026, from 10:00 a.m. to 4:00 p.m. He noted that the event is expected to be very busy and encouraged everyone to attend and enjoy the festivities.

9. Matters From Mayor and Commissioners

Commissioner Colin Sharman inquired about future workshops. He noted that upcoming workshops may include public participation and encouraged the public to monitor the city’s website for updates.

Commissioner Chloe Johnson thanked staff for their continued hard work and wished everyone a good evening.

Commissioner Iliana R. Jones thanked staff for their hard work and Zachary Weibecker for his participation. She encouraged him to share ideas on how to engage more youth in local government and offered to meet afterward to discuss ways to increase involvement and awareness of the work performed by staff and City leadership.

Mayor Pro Tem Lisa L. Bennett thanked staff and first responders for their hard work.

10. Adjourn

The meeting was adjourned at 7:15 p.m.

APPROVED:

Mayor John Rees

ATTEST:

Interim City Clerk Ronisha Martin



Proclamation

26-07

Whereas, since 1985, the first full week of May has been observed as Public Service Recognition Week and has served as a national tribute to those who dedicate their careers to the public good; and

Whereas, the City of Winter Garden owes its prosperity, safety, and aesthetic charm to the essential daily contributions of our talented employees; and

Whereas, our staff remains steadfast in their commitment to excellence, consistently putting the needs of our community first and upholding the City’s core values; and

Whereas, it is through their unwavering dedication, altruistic service and devotion to our community that Winter Garden continues to flourish as a vibrant and thriving place to live, work, and visit.

Therefore, it is my great pleasure and privilege as the Mayor of the City of Winter Garden to declare the week of May 3—9, 2026 as

Public Service Recognition Week

I urge all citizens to join me in supporting this initiative, and to take the time not only during the month of May, but throughout the year to recognize the accomplishments and contributions of our City employees to our health, safety, and quality of life.

In witness thereof, I have hereunto set my hand and caused the City Seal to be affixed this 23rd day of April, 2026.

John Rees
Mayor John Rees



Attest:

Ronisha Martin

Ronisha Martin, Interim City Clerk

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: City Manager Jon C. Williams

Date: April 16, 2026

Meeting Date: April 23, 2026

Subject: 841 Tilden Oaks Trail & 15411 E Oakland Ave (Ordinance 26-11)
Lot 478 & Tract P Easement Vacation
PARCEL ID # 21-22-27-6100-04-780; 21-22-27-6100-16-000

Issue: The applicant is requesting to vacate certain drainage and utility easements that exist over property located at 841 Tilden Oaks Trail & 15411 E Oakland Avenue.

Discussion:

The subject properties, located on northeast corner of E Oakland Avenue and Tilden Oaks Trail, are approximately 0.68 ± acres in total size. The properties are currently undeveloped. The applicant is requesting to vacate certain drainage and utility easements that were recorded with the final plat of the Oakland Park Unit 5 subdivision (as recorded in Plat Book 101, Page 73, of the Public Records of Orange County, Florida) in order to combine the lots and build a 8,732 sf mixed-use building as part of the McKinnon Square PCD. The rezoning of McKinnon Square was approved at the March 26, 2026, City Commission meeting, however lot combination and a final Certificate of Occupancy is contingent upon successful vacation of these easements.

The subject properties were recently rezoned and carry the zoning designation PCD (Planned Commercial Development), and are designated NC (Residential Neighborhood Commercial) on the Future Land Use Map of the Comprehensive Plan.

Recommended action:

Staff recommends approval of Ordinance 26-11 with second reading and adoption anticipated to be on May 7, 2026.

Attachments/References:

Location Map
Ordinance 26-11
DRC Staff Report

LOCATION MAP

841 Tilden Oaks Trail & 15411 E Oakland Avenue



ORDINANCE 26-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, VACATING AND ABANDONING A PORTION OF THE PLAT DEDICATED UTILITY AND DRAINAGE EASEMENT UPON LOT 478 AND TRACT P, OAKLAND PARK UNIT 5, ACCORDING TO THE PLAT THEREOF RECORDED AT PLAT BOOK 101, PAGE 73, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE AND RECORDING.

WHEREAS, TILDEN OAKS LLC (the "Owner") is the fee simple owner of Lot 478 and Tract P, Oakland Park Unit 5, according to the plat thereof recorded at Plat Book 101, Page 73, Public Records of Orange County, Florida located at 841 Tilden Oaks Trail & 15411 E Oakland Avenue, Winter Garden, Florida (the "Property"); and

WHEREAS, Owner has requested the City to vacate and abandon a portion of plat dedicated utility and drainage easement running along the shared boundary of Lot 478 and Tract P, Oakland Park Unit 5 subdivision in the area legally described and graphically depicted on **Exhibit "A"** attached hereto and incorporated herein (the "Proposed Vacated Easement"); and

WHEREAS, the petition to vacate the Proposed Vacated Easement was duly presented to the City Commission at a regular meeting; and

WHEREAS, it appears that the Owner is the fee simple owner of all of the above described Property and the vacation of the Proposed Vacated Easement will not affect the distribution of utility services to the public and public utility needs; and

WHEREAS, the City has received letters of no objection to the vacation of the Proposed Vacated Easement, from surrounding property owners, utility owners and the City of Winter Garden Staff; and

WHEREAS, it appears that all ad valorem taxes due and owing on said Property have been paid, that due and proper notice of the Owner's easement vacation request has been given as required by law, and proof of publication of said notice has been received by the City; and

WHEREAS, the City of Winter Garden is vested with home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida and Chapter 166, Florida Statutes, as well as the provisions of the City Charter and other law and therefore the City has the authority to vacate easements granted or dedicated to the City and public.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AS FOLLOWS:

SECTION 1: Recitals. The above recitals are true and accurate and are incorporated herein.

SECTION 2: Partial Easement Vacation —Utility and Drainage Easement. The portion of the Utility and Drainage Easement depicted on **Exhibit “A”** and described above as the Proposed Vacated Easement located upon the Property is hereby vacated and abandoned. The remaining easements dedicated by the Oakland Park Unit 5 Plat are unaffected by this Ordinance.

SECTION 3: Effective Date. This Ordinance shall take effect immediately.

SECTION 4: Recording. A certified copy of this Ordinance shall be recorded in the public records of Orange County, Florida by the City Clerk. The recording of this Ordinance evidences the City’s termination and vacation of the Proposed Vacated Easement. In the event it is discovered that a scrivener’s error exists in this Ordinance and/or its exhibits, the City Manager and City Clerk are authorized to record a notice of scrivener’s error to correct the errors in this Ordinance and/or its exhibit(s).

FIRST READING AND PUBLIC HEARING: _____ , 2026.

SECOND READING AND PUBLIC HEARING: _____ , 2026.

ADOPTED this _____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

APPROVED:

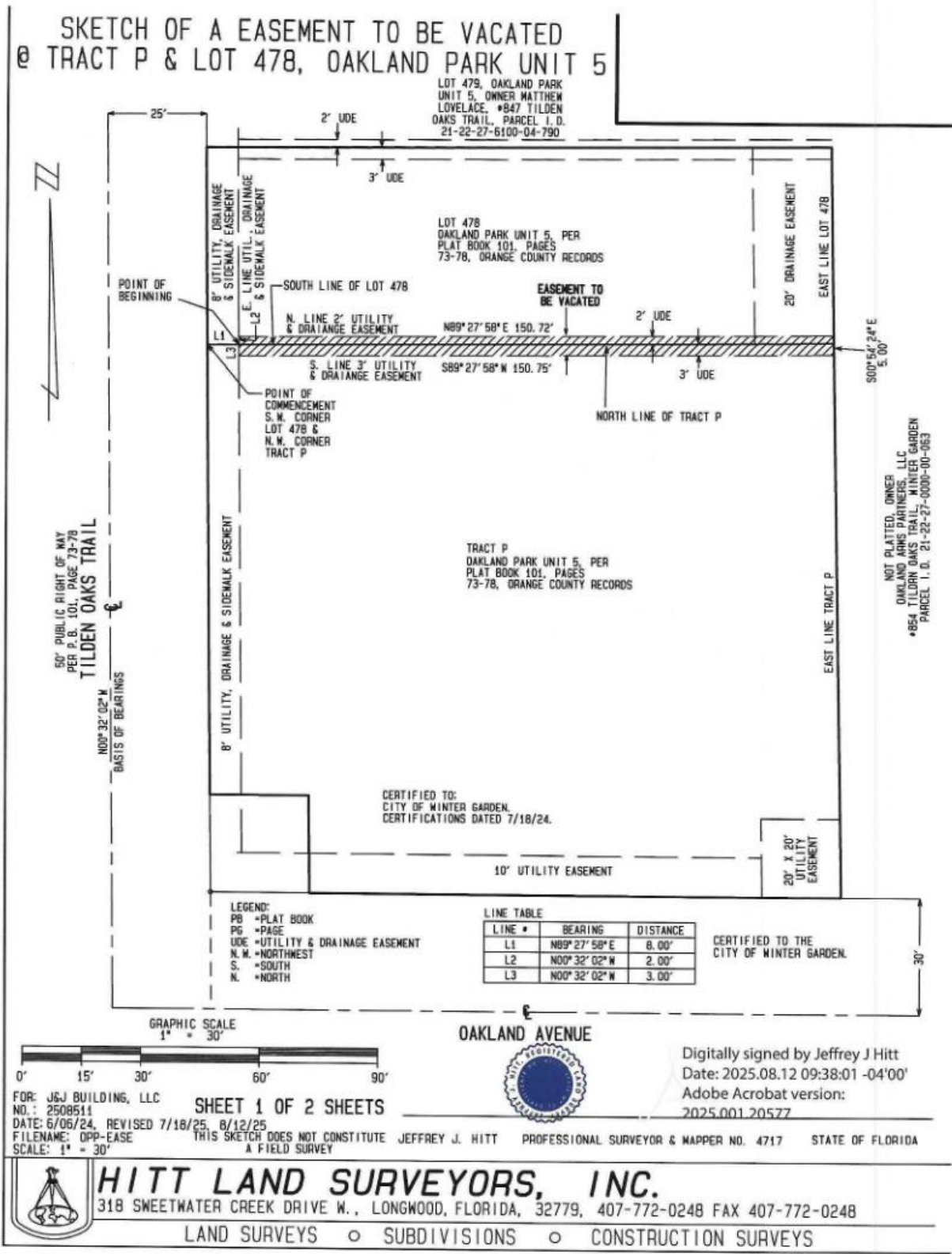
JOHN REES, Mayor/Commissioner

ATTEST:

RONISHA MARTIN, Interim City Clerk

EXHIBIT A

SKETCH OF A EASEMENT TO BE VACATED
@ TRACT P & LOT 478, OAKLAND PARK UNIT 5



DESCRIPTION OF A EASEMENT TO BE VACATED
@ TRACT P & LOT 478, OAKLAND PARK UNIT 5

A portion of Lot 478 and Tract P, OAKLAND PARK UNIT 5, according to the plat thereof as recorded in Plat Book 101, Pages 73 through 78 of the Public Records of Orange County, Florida, being more particululary described as follows:

COMMENCE at the Southwest corner of said Lot 478, also being the Northwest corner of said Tract P; thence run North 89°27'58" East along the South line of said Lot 478 and the North line of said Tract P for a distance of 8.00 feet to the POINT OF BEGINNING, thence run North 00°32'02" West along the East line of the 8.00 foot Utility, Drainage and Sidewalk Easement as shown on said OAKLAND PARK UNIT 5 PLAT for a distance of 2.00 feet to a point on the 2.00 foot Utility and Drainage Easement as shown on said Lot 478; thence run North 89°27'58" East, along said 2.00 foot Utility and Drainage Easement for a distance of 150.72 feet to a point on the East line of said Lot 478; thence run South 00°54'24" East, along the East line of said Lot 478 and the East line of said Tract P, for a distance of 5.00 feet to a point on the 3.00 foot Utility and Drainage Easement as shown on said Plat of OAKLAND PARK UNIT 5; thence run South 89°27'58" West, along the said 3.00 foot Utility and Drainage Easement for a distance of 150.75 feet to a point on the aforesaid 8.00 foot Utility, Drainage and Sidewalk Easement; thence run North 00°32'02" West, along said 8.00 foot Utility, Drainage and Sidewalk Easement for a distance of 3.00 feet to the POINT OF BEGINNING.

Said land lying, situate and being in the City of Winter Garden, Orange County, Florida and contains 754 square feet, more or less.

THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.

BEARINGS SHOWN HEREON ARE BASED ON CENTERLINE OF TILDEN OAKS TRAIL, PER RECORDED PLAT OF OAKLAND PARK UNIT 5, AS RECORDED IN PLAT BOOK 101, PAGES 73 THROUGH 78 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND ARE ON AN ASSUMED BASIS.

CERTIFIED TO THE CITY OF WINTER GARDEN.

SHEET 2 OF 2 SHEETS

FOR: J&J BUILDING, LLC

NO.: 2508511

DATE: 6/06/24 REVISED 7/18/25, 8/12/25

FILENAME: OPP-EASE

SCALE: 1" = 30'



HITT LAND SURVEYORS, INC.

318 SWEETWATER CREEK DRIVE W., LONGWOOD, FLORIDA, 32779, 407-772-0248 FAX 407-772-0248

LAND SURVEYS ◦ SUBDIVISIONS ◦ CONSTRUCTION SURVEYS

CITY OF WINTER GARDEN

Development Review Committee

(407) 656-4111 - FAX (407) 877-2363

MEMORANDUM

TO: KELLY CARSON, PLANNING DIRECTOR
FROM: DEVELOPMENT REVIEW COMMITTEE
DATE: April 14, 2026
SUBJECT: McKinnon Square – 4th REVIEW
841 Tilden Oaks Trail & 15411 E Oakland Avenue – EASEMENT VACATION

Pursuant to your request, we have reviewed the proposed easement vacation request application received 8/14/24 for compliance with the City's site and stormwater requirements. The Applicant is requesting to vacate a combined 5' wide platted drainage & utility easement that divides a portion of the lots being combined (Tract P & Lot 478). This is the third review of the easement vacation request although the project is being reviewed for lot combination and PCD zoning. A condition of the lot combination required the easements be vacated.

ENGINEERING COMMENTS

We recommend approval subject to approval by all other departments, and the following conditions and comments (any underlined comments shall be addressed prior to sending to the P & Z Board and City Commission):

1. The Planning Department shall review and approve proposed setbacks, etc. that may be affected by the easement vacation.
2. City staff has verified that no City-owned utilities or stormwater improvements are located within the easement.
3. See City Attorney and City Surveyor comments – not available at the time of this review.
4. Any construction on the property, including buildings and site work shall have an engineered site plan submitted, reviewed, and approved by the DRC and City Commission prior to any building permit issuance.

CITY ATTORNEY COMMENTS

5. No further comments.

CITY SURVEYOR COMMENTS

6. No further comments.

STANDARD GENERAL CONDITIONS

7. All construction shall conform to City of Winter Garden Standards, Specifications and Ordinances.
8. The City of Winter Garden will inspect private site improvements only to the extent that they connect to City owned/maintained systems (roadways, drainage, utilities, etc.). It is the responsibility of the Owner and Design Engineer to ensure that privately owned and maintained systems are constructed to the intended specifications. The City is not responsible for the operation and maintenance of privately owned systems, to include, but not be limited to, roadways, parking lots, drainage, stormwater ponds or on-site utilities.

9. No fill or runoff will be allowed to discharge onto adjacent properties; existing drainage patterns shall not be altered. The applicant should note that if approval is granted, the City of Winter Garden is not granting rights or easements for drainage from, or onto, property owned by others. Obtaining permission, easements or other approvals that may be required to drain onto private property is the Owner/Developer's responsibility. Should the flow of stormwater runoff from, or onto adjacent properties be unreasonable or cause problems, the City will not be responsible and any corrective measures required will be the responsibility of the Owner. Site construction shall adhere to the City of Winter Garden erosion and sediment control requirements as contained in Chapter 106 - Stormwater. If approval is granted by the City of Winter Garden, it does not waive any permits that may be required by federal, state, regional, county, municipal or other agencies that may have jurisdiction.
10. The Owner and Contractor are responsible for meeting all provisions of ADA and Florida Accessibility Code, including accessible route sidewalks that will connect to public sidewalks on S.R. 50.
11. The Contractor is responsible for the notification, location and protection of all utilities that may exist within the project limits.
12. Approval by the City Commission (site plan) will be required prior to issuance of site or building permit(s).
13. After final plan approval, a preconstruction meeting will be required prior to any commencement of construction. The applicant shall provide an erosion control and street lighting plan at the preconstruction meeting and shall pay all engineering review and inspection fees prior to construction. Inspection fees in the amount of 2.25% of the cost of all site improvements shall be paid prior to issuance of the site or building permit.
14. Additional comments will be generated at subsequent reviews.

Please review this information and contact our office with any questions. Thank you.

END OF MEMORANDUM



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ordinance 26-11 (841 Tilden Oaks Trail & 15411 E Oakland Ave)

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:**
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): Ordinance 26-11 will vacate certain drainage and utility easements that were recorded with the final plat of the Oakland Park Unit 5 subdivision (as recorded in Plat Book 101, Page 73, of the Public Records of Orange County, Florida) in order to combine lots and build a mixed-use building.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: City Manager Jon C. Williams

Date: March 30, 2026 **Meeting Date:** April 23, 2026

Subject: **Ordinance 26-10**

Issue: Ordinance 26-10 amending City of Winter Garden Code of Ordinances Chapter 14, Section 14-1 & 14-2; Chapter 27, Section 27-9; and Chapter 118, Article 118-1612.

Discussion:

Ordinance 26-10 would amend City of Winter Garden Code of Ordinances Chapters 14, 27, and 118 to repeal and replace existing animal control provisions and to adopt the Orange County animal services ordinance, to establish citywide leash and direct control requirement for animals in public spaces, redefine requirements relating to domestic animals in parks and recreation facilities and refine requirements relating to the dog friendly dining program.

The purpose of this ordinance is to reinforce regulations around public safety and health to more effectively regulate control of dogs, cats and other animals regarding use of leashes, owner control in public spaces, and certain restrictions for animals in parks and recreational facilities.

Recommended Action:

Staff recommends adoption of Ordinance 26-10.

Attachment(s)/References:

Ordinance 26-10
Business Impact Estimate

ORDINANCE 26-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF WINTER GARDEN, FLORIDA, AMENDING CHAPTER 14, SECTION 14-1 OF THE CITY CODE TO REPEAL AND REPLACE EXISTING ANIMAL CONTROL PROVISIONS AND TO ADOPT THE ORANGE COUNTY ANIMAL SERVICES ORDINANCE, AS AMENDED FROM TIME TO TIME, BY REFERENCE; AMENDING CHAPTER 14, SECTION 14-2 TO ESTABLISH CITYWIDE LEASH AND DIRECT CONTROL REQUIREMENT FOR ANIMALS IN PUBLIC SPACES; AMENDING CHAPTER 27, SECTION 27-9 RELATING TO DOMESTIC ANIMALS IN PARKS AND RECREATION FACILITIES; AMENDING CHAPTER 118, ARTICLE XII, SECTION 118-1612 RELATING TO THE DOG FRIENDLY DINING PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Winter Garden (“City”) has long regulated animal control by adopting the Orange County Animal Services Ordinance by reference; and

WHEREAS, Section 14-1 of the City Code references the City’s adoption of Orange County Animal Services Ordinance No. 95-32, which provides for enforcement and fines; and

WHEREAS, Orange County has comprehensively revised its animal services regulations, most recently through Ordinance No. 2026-06; and

WHEREAS, the City Commission finds that public safety is best served when animals are properly restrained and under competent human control, and that leash and restraint requirements reduce the risk of animal attacks and injury; and

WHEREAS, the City Commission finds that adopting the Orange County Animal Services Ordinance by reference, as amended from time to time, serves the public health, safety, and welfare of City residents and visitors; and

WHEREAS, the City Commission desires to amend other provisions of the City Code addressing dogs, cats and other pets to clarify that dogs, cats and other pets must be on leash under human control when within public spaces.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Winter Garden, Florida, that:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

SECTION 2. Authority. The City of Winter Garden has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida and Chapter 166, Florida Statutes.

SECTION 3. City Code Amendment. Chapter 14, Section 14-1 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 14-1. Animal control ordinances adopted; enforcement and fines.

~~The control of animals within the city shall be governed by city Ordinance No. 01-33, which adopts the Orange County Animal Services Ordinance, Ordinance Number 95-32, which provides for enforcement and fines. Copies of city Ordinance No. 01-33 and Orange County Ordinance No. 95-32 are on file in the city clerk's office for inspection.~~

~~(Code 1988, § 5-1; Ord. No. 01-33, § 2, 1-10-02)~~

(a) Adoption. The City of Winter Garden adopts by reference Chapter 5, Article II of the Orange County Code of Ordinances (“Orange County Animal Services Ordinance”), as currently codified and as amended from time to time by Orange County, Florida. The Orange County Animal Services Ordinance governs the control, care, and regulation of animals within the City to the same extent as if fully set forth herein. Nothing in this section limits the City’s authority to adopt additional or more restrictive animal regulations by separate ordinance.

(b) Penalties and Fines. Violations of the Orange County Animal Services Ordinance, as adopted herein, are subject to the penalties and fines established therein, as amended from time to time

(c) Copies on File. The City Clerk shall maintain a current copy of this Ordinance and of the Orange County Animal Services Ordinance, as amended, on file for public inspection during regular business hours, and shall update the file copy within thirty (30) days of receiving notice of any amendment.

(d) Notice of Amendments. The City Clerk shall provide written notice to the City Commission within thirty (30) days of any amendment to the Orange County Animal Services Ordinance. The City Commission shall review each amendment at a regular meeting and may by ordinance opt out of or modify the amendment’s application within the City.

SECTION 4. City Code Amendment. Chapter 14 of the Winter Garden Code of Ordinances is hereby amended add a new Section 14-2 as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 14-2. Leash and control requirement.

Unless otherwise expressly provided, no owner or person in custody of a dog, cat, or domesticated animal shall permit the animal to be in a public park, right of way, sidewalk, or other public space unless it is on a leash, no longer than eight feet, and under the direct control of a competent person at all times. This requirement applies to all provisions of the City Code referencing dogs, cats and domesticated animals in public spaces and shall be construed as a minimum standard of animal control throughout the City. This requirement does not apply to stray, feral, or wild animals not under the control of any person. Such animals are regulated under the City's animal services and nuisance provisions.

SECTION 5. City Code Amendment. Chapter 27, Section 27-9 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 27-9. Domestic animals in parks and recreation facilities.

(a) No animals, other than dogs or cats, are permitted on park property unless a permit is applied for and obtained from the city manager to expressly authorize such animal(s). Dogs must be kept on leashes no longer than eight feet and under the direct control of a competent person at all times. Cats must be kept ~~at all times~~ on leashes no longer than eight feet and under the direct control of a competent person at all times, or ~~restrained~~ confined within a pet carrier or cage. All animal excrement must be properly cleaned up and properly disposed of by the owner or keeper of the animal.

(b) No person shall bring into any park any animal that constitutes a safety hazard or detriment to the enjoyment of the area by the public.

(c) No person having in charge or custody any dog or cat shall permit, allow or suffer such dog or cat to enter upon or remain within any playground or park area reserved for children or to enter any sandbox, ~~or~~ play apparatus area, pool, fountain, interactive fountain area, artificial turf area, athletic field or sports court.

SECTION 6. City Code Amendment. Chapter 118, Section 118-1612 of the Winter Garden Code of Ordinances is hereby amended as follows (words that are ~~stricken out~~ are deletions; words that are underlined are additions; provisions not included are not amended):

Sec. 118-1612. General regulations; cooperation; enforcement.

(a) In order to protect the health, safety, and general welfare of the public, and pursuant to F.S. § 509.233, all permits issued pursuant to this part are subject to the following requirements:

(1) All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling any dog. Employees shall be prohibited from touching, petting, or otherwise handling any dog while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.

- (2) Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
- (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
- (4) Patrons shall keep their dogs on a leash no longer than eight feet at all times and ~~shall keep their dogs~~ under the direct control of a competent human reasonable control person at all times.
- (5) Dogs shall not be allowed on chairs, tables, or other furnishings.
- (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
- (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area by the public food service establishment.
- (8) At least one sign reminding employees of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the zoning official, shall be posted in a conspicuous location frequented by employees within the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20 point font size.
- (9) At least one sign reminding patrons of the applicable rules, including those contained in this part, and those additional rules and regulations, if any, included as further conditions of the permit by the zoning official, shall be posted in a conspicuous location within the designated outdoor portion of the public food service establishment. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.
- (10) At all times while the designated outdoor portion of the public food service establishment is available to patrons and their dogs, at least one sign shall be posted in a conspicuous and public location near the entrance to the designated outdoor portion of the public food service establishment, the purpose of which shall be to place patrons on notice that the designated outdoor portion of the public food service establishment is currently available to patrons accompanied by their dog or dogs. The mandatory sign shall be not less than eight and one-half inches in width and 11 inches in height and printed in easily legible typeface of not less than 20-point font size.

(11) Dogs shall not be permitted to travel through indoor or undesignated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment shall not require entrance into or passage through any indoor or undesignated outdoor portion of the public food service establishment.

(b) A permit issued pursuant to this part shall not be transferred to a subsequent owner upon the sale or transfer of a public food service establishment, but shall expire automatically upon such sale or transfer. The subsequent owner shall be required to reapply for a permit pursuant to this part if such owner wishes to continue to accommodate patrons' dogs.

(c) In accordance with F.S. § 509.233(6), the zoning official shall accept and document complaints related to the dog friendly dining program within the City of Winter Garden, Florida, and shall timely report to the division all such complaints and the city's enforcement response to such complaint. The zoning official shall also timely provide the division with a copy of all approved applications and permits issued pursuant to this part.

(d) Any public food service establishment that fails to comply with the requirements of this part shall be guilty of violating this part of the City of Winter Garden Code and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the Winter Garden City Code and general law. Each day a violation exists shall constitute a distinct and separate offense.

SECTION 7. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8. Conflicts. In the event of a conflict between this Ordinance and any other ordinance or provision of law, this Ordinance controls to the extent of the conflict, as permitted by law.

SECTION 9. Codification. Sections 3 through 6 of this Ordinance shall be incorporated into the Winter Garden Code of Ordinances. Any section, paragraph number, subsection number, letter and/or any heading may be changed or modified as necessary to effectuate the foregoing. Grammatical, typographical and similar or like errors may be corrected, and additions, alterations, and omissions not affecting the construction or meaning of this ordinance or City Code may be freely made.

SECTION 10. Effective date. This Ordinance shall become effective immediately upon adoption by the City Commission of the City of Winter Garden, Florida.

FIRST READING: _____.

SECOND READING: _____.

ADOPTED this ____ day of _____, _____, by the City Commission of the City of Winter Garden, Florida.

**CITY COMMISSION OF THE CITY OF
WINTER GARDEN, FLORIDA**

John Rees, Mayor

Ronisha Martin, Interim City Clerk



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **Ordinance 26-10** - Amending Code Chapter 14, Section 14-1 to repeal and replace existing animal control provisions and to adopt the Orange County animal services ordinance; Amending Code Chapter 14, Section 14-2 to establish citywide leash and direct control requirement for animals in public spaces; Amending Code Chapter 27, Section 27-9 relating to domestic animals in parks and recreation facilities; and Amending Code Chapter 118, Article XII, Section 118-1612 relating to the dog friendly dining program.

This Business Impact Estimate is provided in accordance with Section 166.041(4), *Florida Statutes*. If one or more of the boxes are checked below, the checked exception(s) to the Business Impact Estimate requirement apply to the above-referenced proposed ordinance, although, the City is implementing the procedure otherwise required by law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Ordinances referenced and cited intend to amend City of Winter Garden Code to repeal and replace existing animal control provisions and to adopt the Orange County animal services ordinance, to establish citywide leash and direct control requirement for animals in public spaces, redefine requirements relating to domestic animals in parks and recreation facilities and refine requirements relating to the dog friendly dining program.

The purpose of this ordinance and amendments is to reinforce assurances for public safety and public health to more effectively regulate dogs, cats and other animal controls regarding the use of leashes and, owner-direct-control in public spaces and establishing certain restrictions for animals in parks and recreational facilities. This ordinance includes amended language to adopt, by reference, Orange County's Animal Services Ordinance currently codified and as amended from time to time to govern the control, care, and regulation of animals within the City of Winter Garden boundary.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

The impact that this ordinance and amendment would have on private, for-profit businesses would be limited to consumers and customers who are pet owners and, who, from time to time patronize private establishments. The amended regulations are unlikely to have any significant adverse effects on commercial activity as the ordinance primarily addresses pets and owners traversing in public spaces and while dining at restaurant establishments providing clearer requirements for public safety and health with little to no harm on consumer activity. The direct economic impact on private for-profit businesses are expected to be negligible beyond the normal operating cost and accommodations of a pet-friendly establishment.

3. Estimate of direct compliance costs that businesses may reasonably incur:

The only direct compliance costs to be reasonably incurred by pet-friendly businesses are those pet-related supplies to ensure clean and sanitary areas, especially, involving food, drink, chairs and eating surfaces, which we view as normal operating practice and not incremental.

4. Any new charge or fee imposed by the proposed ordinance:

No new charge or fee will be imposed by this proposed ordinance outside of existing fines for violation.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The estimated regulatory costs to the City will be minimal. Regulatory cost may impact Winter Garden Police Department where the ordinance allows and some staff in Parks and Recreation and other departments.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Businesses expected to be impacted are pet-friendly restaurants and some retail establishments within the City's boundary. Less than 500 business establishments are expected to be impacted.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

N/A

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Laura Zielonka, Finance Director

Via: Jon C Williams, City Manager

Date: April 17, 2026

Meeting Date: April 23, 2026

Subject: Resolution 26-05 amending the purchasing manual

Issue: The City's purchasing manual was last updated in July 2025. In connection with a recently awarded grant from Orange County under the Community Development Block Grant (CDGB) program, the City is required to incorporate specific federal procurement standards into its purchasing policy. Orange County has advised that the current language, which generally states that federal laws and statutes take precedence when purchases involve federal funds, does not meet the level of specificity required for their grant compliance. As a result, Orange County has approved the CDBG grant on the condition that the City will amend the purchasing policy to include the expanded language.

This proposed amendment to the Purchasing Manual incorporates the necessary language to ensure compliance with applicable federal regulations governing procurements funded by federal sources and thereby enables the City to move forward with the grant.

Recommended action:

Motion to approve Resolution 26-05, amending the City's purchasing manual.

RESOLUTION NO. 26-05

**A RESOLUTION OF THE CITY OF WINTER GARDEN, FLORIDA,
AMENDING THE CITY OF WINTER GARDEN PURCHASING
MANUAL ADOPTED BY RESOLUTION NO. 25-06; PROVIDING
FOR SEVERABILITY, CONFLICTS, CODIFICATION, AND AN
EFFECTIVE DATE.**

WHEREAS, the City Commission desires to amend the City of Winter Garden Purchasing Manual adopted by Resolution No. 25-06 on July 24, 2025, as specified by Exhibit “A” attached hereto; and

WHEREAS, the City Commission finds that the revisions to the Purchasing Manual adopted by this Resolution are in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Winter Garden, Florida, that:

SECTION 1. Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution.

SECTION 2. Adoption. The City Commission of the City of Winter Garden hereby adopts the amendments to the City of Winter Garden Purchasing Manual as set forth in Exhibit “A” attached hereto and incorporated herein (stricken through language are deletions and underlined language are additions).

SECTION 3. Effective date. This Resolution shall become effective immediately upon passage and adoption by the City Commission of the City of Winter Garden, Florida.

PASSED AND RESOLVED this ____ day of _____, 2026, by the City Commission of the City of Winter Garden, Florida.

**CITY COMMISSION OF THE CITY OF
WINTER GARDEN, FLORIDA**

John Rees, Mayor/Commissioner

ATTEST:

Ronisha Martin, Interim City Clerk



CITY OF WINTER GARDEN PURCHASING MANUAL

Adopted by Resolution No.25-06 as amended by Resolution No. 26-05

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City of Winter Garden Purchasing Policy

I. INTRODUCTION

A. PURPOSE

The purpose of this manual is to assist all departments in understanding and executing the City's policies and procedures to be employed in the City's purchase of goods and services, including but not limited to construction services and materials.

These policies and procedures are intended to accomplish the following:

1. To avoid and mitigate legal liability arising from the use of inappropriate purchasing methods or procedures.
2. To provide for the fair treatment of all eligible persons and business entities interested in providing goods and services, including but not limited to construction services and materials, to the City.
3. To assure that City funds are spent toward goods and services, including but not limited to construction services and materials, in the most effective and efficient manner possible under the circumstances.

B. SCOPE

The policies and procedures provided in this manual shall apply, unless otherwise required by general law, to all instances in which the City seeks to procure goods and services.

C. OBJECTIVE

To ensure that the City's purchasing needs are met while adhering to both the Florida Statutes regarding public procurement and the City's purchasing policies and procedures; and to assure that all purchasing decisions will best serve the interests of the City.

II. DEFINITIONS

City Manager – shall mean the City Manager or his/her designee.

Competitive Sealed Bidding – method for acquiring goods, services, and construction for public use in which the City invites and receives two or more bids and awards the sale or project to the lowest responsive and responsible bidder.

Competitive Sealed Proposals - method for acquiring goods, services, and construction for public use in which the City invites and receives two or more proposals and awards the sale or project based on several specified factors in addition to price.

Competitively Awarded – contracts awarded based on the submission of sealed bids or proposals submitted in response to a request for proposals, or proposals submitted in response to a request for qualifications.

Construction Management Multi-Prime (CMMP) – is a project delivery method where the owner contracts directly with multiple prime contractors instead of a single general contractor. Each prime contractor handles a specific scope of work, such as plumbing, electrical, or structural elements.

Continuing Contract – a contract for any of the following:

- a. Professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$7.5 million. Beginning July 1, 2025, and each July 1 thereafter, the department shall adjust the maximum amount allowed on the preceding June 30 for each individual project in a continuing contract by using the change in the June-to-June Consumer Price Index for All Urban Consumers issued by the Bureau of Labor Statistics of the United States Department of Labor. The department shall publish the adjusted amount on its website;
- b. Study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000; or
- c. Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.¹

Design-Build Contract – a single contract with a design-build firm for the design and construction of a public construction project.

¹ Because the threshold figures are subject to change on an annual basis, the Florida Statutes should always be consulted to ensure that threshold amounts are current. If a project does exceed one of the threshold costs, then such project must be bid competitively in accordance with the Consultants' Competitive Negotiation Act.

Invitation For Bid – a formal request to prospective vendors soliciting price quotes or bids; contains the specifications or scope of work and all contractual terms and conditions.

Procurement Officer – the individual/committee responsible for the solicitation, evaluation, selection, and negotiation of bids, responses, and proposals, unless otherwise noted in this manual or otherwise required by applicable law. Unless the City Manager instructs otherwise, the head of the department responsible for a particular project shall serve as the procurement officer for the duration of such project and may delegate his/her authority as the procurement officer for such project to his/her designees, bureau(s), agency(s) or other official(s) as the circumstances require. If seeking procurement of professional services, property or other contractual services valued in excess of \$50,000.00 that are not otherwise exempt from competitive selection requirements, the City Manager shall appoint a procurement committee consisting of three or a greater odd number of individuals to oversee the solicitation, evaluation, selection, and negotiation of bids, responses, and proposals. If such a committee is appointed, the committee shall serve in lieu of the procurement officer, carry out all duties as required of a procurement officer, decide matters based upon affirmative vote of a majority of its members, and shall be dismissed and disbanded upon successful completion of the procurement process.

Project Manager – The department head of the department from which the project originates, the City Engineer, or any other person designated by the City Manager. A project manager's duties may, if required, include acting as the procurement officer for such project.

Purchase Order – A formal document prepared by the department that (1) authorizes the purchase of specific goods, materials, equipment, or contractual services; (2) describes the terms and conditions of the transaction; and (3) establishes the cost.

Request For Proposal (“RFP”) – All documents utilized for soliciting competitive proposals.

Responsible Bidder – A bidder who has the capability to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.

Responsive Bidder – a vendor who has submitted a bid that conforms to the requirements stated in the invitation for bid.

III. PROCEDURES

A. GENERAL GUIDELINES

1. The Purchasing Cycle.
 - a) Recognize a need and confirm purchase is within budget
 - b) Determine method of competition; obtain required quotes and retain documentation
 - c) Select supplier
 - d) When required, create purchase order and submit to Finance
 - e) Receive goods / services and verify City received what was requested
 - f) Review invoice to verify the cost of goods / services match quote
 - g) Obtain required signatures and print account coding on the invoice
 - h) Forward signed, coded invoice to Finance for processing
2. Each department director is responsible for the purchase of goods and services, materials, equipment and contractual services for their respective departments.
3. All purchases must be within the limits of the current budget or covered by an addendum to the budget.
4. All purchases, when permissible, are to be tax-exempt
5. The use of purchase orders is mandatory for purchases over \$15,000 and is encouraged for all other thresholds.
6. Federal laws and statutes take precedence when purchases are made with federal funds. When procurements involve federal funds passed through from a non-federal entity, the City shall comply with all applicable federal statutes, regulations, and award conditions, including 2CFR Part 200, as well as any additional requirements imposed by the pass-through entity.

In the event of a conflict between federal, pass-through, or local procurement requirements, federal requirements shall govern State or City procurement policies that are more restrictive may be applied only to the extent they do not conflict with federal requirements or applicable waivers and do not inhibit full and open competition.
7. Whenever a State or other Governmental Entity has a pre-existing contract, which is already in effect concerning the goods, services, or construction the City wishes to acquire, the City should, where appropriate and consistent with the procedures herein, consider piggybacking onto such contract where such contract has been approved pursuant to a competitive selection process that is substantially equivalent to that of the City, provided that the terms, including the scope, of such contract remain substantially the same as adopted by the City.² No such contract shall be required to be subjected to the competitive solicitation requirements contained in this manual unless otherwise required by general law.

² See Accela, Inc. v. Sarasota County, 993 So. 2d 1035, 1043-44 (Fla. 2d DCA 2008).

8. To the extent not prohibited by general law, a contract may be awarded for goods or services on the basis of informal quotes and a review of the quality or suitability of such goods or services when the City Manager has conducted a reasonable inquiry into the available goods and/or services and determines in writing that there are only four (4) or less sources for the required goods and/or services.
9. Gifts from vendors, with the exception of items of minimal value such as advertising novelties, shall not be accepted. An employee shall not negotiate or participate in the selection process concerning any City transaction from which such employee may personally profit.
10. The policies and procedures in this manual do not preempt the procedures outlined in the City's Purchasing Card Policy Manual, nor do they preempt the policies and procedures outlined in the City's Accounting Manual.
11. Pursuant to § 287.087, Fla. Stat., whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.
12. In the event of a conflict between these enumerated procedures and those statutory bidding requirements expressly applicable to municipalities, such statutory bidding requirements shall control to the extent that such conflict exists.
13. To the extent not prohibited by general law, the City Commission may, by majority vote, waive the formal procurement procedures contained in this purchasing manual for the procurement of a particular good, material, equipment or service if the City Commission deems such waiver to be in the best interest of the City.

B. THRESHOLD CATEGORIES AND PURCHASE REQUIREMENTS

Purchase Range	Method of Competition	Requirements
\$0 – 5,000	No competition	No documentation required
\$5,001 – 15,000	Informal	Electronic or verbal quotes from three sources
\$15,001 – 50,000	Written	Written quotes from three sources; City Manager approval required Purchase order required;
\$50,001 and up	Formal Competition	Formal competitive solicitation process

C. FORMAL COMPETITION GUIDELINES

1. Purchases above \$50,001 require a formal competitive solicitation process.
2. Commission Approval: All purchases in excess of \$100,000 must receive final approval from the City Commission.
3. Insurance and Bonds (Guaranty):
 - a. All businesses or individuals performing any contractual service for the City shall furnish adequate insurance coverage. The project manager shall be responsible for determining the need, types and limits of insurance coverage and ensure delivery of documentation of insurance coverage.
 - b. Any business or individual entering into a construction contract with the City where costs are estimated to exceed \$200,000 shall be required to provide Performance and Payment Bonds equal to 100% of the contract price. For construction under \$200,000, whether performance and payment bonds are to be furnished shall be at the discretion of the project manager. If a Performance and/or Payment Bond is required, such shall be specified in the Request for Proposal, Request for Qualifications, Request for Competitive Negotiation, or Invitation for Bid, whichever is applicable.
 - c. Any business or individual entering into a construction contract with the City in which costs are estimated to exceed \$500,000 shall be required to furnish a Bid Bond or Bid Guaranty in the amount of 5% of the bid price. For construction under \$500,000, the project manager shall decide if a bid bond/guaranty is to be provided. If a Bid Bond or Bid Guaranty is required, such shall be specified in the Request for Proposal, Request for Qualifications, Request for Competitive Negotiation, or Invitation for Bid, whichever is applicable.
4. Goods and Contractual Services
 - a. Purchases of goods and contractual services estimated to cost \$50,001 or more shall be awarded by competitive sealed bidding or Request for Proposal (RFP). An Invitation For Bids (IFB) or RFP shall be issued concurrently to all vendors to include a detailed description of the goods or services required; the time and date for the receipt of bids and of the public opening; and **all contractual terms and conditions relevant to the purchase**. If renewal of the contract is a possibility, such must be indicated in the IFB. No bid shall be evaluated on any criteria not otherwise specified in the IFB. Evaluation of bids shall include

consideration of the total cost for each year as submitted by the vendor. Award shall be made to the lowest responsible and responsive bidder.

- b. If the project manager has determined in writing that an IFB is impractical, the City may issue a request for Competitive Sealed Proposals in lieu of an Invitation for Bids. Such Request for Proposal (RFP) shall be issued simultaneously to all vendors and shall include a detailed description of the goods or services sought; the time and date for the receipt of proposals and of the public opening; and all contractual terms and conditions applicable to the procurement, including the criteria, which must include but need not be limited to price, to be used in determining acceptability of the proposal. A proposal shall not be evaluated on any criteria not otherwise included in the RFP. Award shall be made to the responsible vendor whose proposal is determined to be the most advantageous to the City.

The following items shall not be subject to competitive solicitation unless otherwise required by law:

- i. Academic program reviews
- ii. Artistic services
- iii. Auditing services
- iv. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration
- v. Lectures by individuals
- vi. Medicaid services
- vii. Services or commodities provided by governmental agencies
- viii. Legal services, including attorney, paralegal, expert witness, appraisal, special magistrate, or mediator services
- ix. Proprietary computer software
- x. Public notices or advertisements
- xi. Internet service, electricity service and other utilities services
- xii. Acquisition or disposition of real estate interests
- xiii. Goods or services provided by a government agency

- c. In the event of an emergency, goods and services may be procured in accordance with those procedures established in Section D, of this manual unless otherwise prohibited by general law.

5. Procurement of Professional Services

For the purposes of this section, “professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined in the Florida Statutes, or those services performed by any architect, or registered surveyor and mapper in connection

with his or her professional employment or practice. General law obligates the City to follow those specific procedures contained in § 287.055, Fla. Stat., concerning the procurement of professional services as defined therein. The policies contained herein are a mere summarization of the rules contained in Section 287.055, Fla. Stat., and City personnel are instructed to refer to such provision for additional detail.

a. PUBLIC ANNOUNCEMENT

- i. A public announcement must be made for each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE: \$325,000 or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO: \$35,000, except in cases of valid public emergencies certified by the agency head. The public announcement must include a general description of the project and must indicate how interested consultants may apply for consideration.

The City shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referring to in this paragraph.

- ii. The City shall encourage firms engaging in the lawful practice of their professions and who desire to provide such services to the City to annually submit statements of qualifications and performance data for review.
- iii. Any firm or individual desiring to provide professional services to the City must first be certified by the City as qualified to provide such services. The City must find that the firm or individual to be employed by the City is fully qualified to render the required service. Among the factors to be considered in making such determination are the capabilities, adequacy of personnel, past record, and experience of such firm or individual.
- iv. The City is required to evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the City to be applicable to its particular requirements. When securing professional services, the City must endeavor to meet the minority business procurement goals stated in sec. 287.09451, Fla. Stat.

- v. The public is not to be excluded from the proceedings carried out under this section. Thus, all discussions and negotiations with respondents proposing professional services shall be conducted at duly noticed public meetings.

b. COMPETITIVE SELECTION

- i. For each proposed project, the project manager shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms regarding their qualifications, approach to the project, and ability to furnish the required services.
- ii. The project manager shall select, in order of preference, no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the project manager shall consider the following factors:
 - 1. The ability of the firm's professional personnel;
 - 2. Whether the firm is a certified minority business enterprise;
 - 3. Past performance;
 - 4. The firm's willingness to meet time and budget requirements;
 - 5. The location of the firm;
 - 6. The recent, current, and projected workloads of the firms;
 - 7. The volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selecting only the most highly qualified firms

At this stage of the selection process, the City cannot request, accept or consider proposals for the compensation to be paid pursuant to the contract. Such activity is reserved for the Competitive Negotiation Process.

c. COMPETITIVE NEGOTIATION

- i. Having completed the Competitive Selection process, the procurement officer shall negotiate a contract with the most qualified firm for professional services at compensation which the procurement officer determines is fair, competitive, and reasonable. In making such a determination, the procurement officer shall conduct a detailed analysis of the cost of the professional services required in addition to considering the scope and complexity of the services required.
- ii. Should the procurement officer be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the procurement manager determines to be fair, competitive, and reasonable, negotiations with the firm must be formally terminated. The City shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the City must terminate negotiations with such firm and subsequently undertake negotiations with the third most qualified firm. If the City is unable to negotiate a satisfactory contract with any of the selected firms, the City shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.
- iii. For any lump-sum or cost-plus-a-fixed-fee professional service contract exceeding \$195,000,³ the City shall require the firm receiving award of the contract to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.
- d. Each contract for professional services shall contain a prohibition against contingent fees pursuant to Section 287.055(6) of the Florida Statutes. Such statute states that any City official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid (or is paid), any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the City and any individual person, company, firm,

³ Check § 287.017, Fla. Stat., to ensure that this amount is still equivalent to the Category Four amount established under such statute.

partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor

- e. Nothing stated in the paragraphs above shall be interpreted to forbid or prevent a continuing contract between a firm and the City. Continuing contracts for professional services provide a timely and efficient means to acquire services to support the operations of the City.
- f. In the event of a public emergency, defined as an event or occurrence of a temporary and non-recurring nature posing immediate and substantial danger to the public health, safety, or welfare of the City and its citizens, the City Manager may, pursuant to § 287.058(2), Fla. Stat., and upon written certification of such emergency, authorize immediate negotiations with the best qualified firm immediately available to the City.

6. Construction Contracts

For purposes of this section, contracts for construction shall include construction of a public building, a public work, or for repairs upon existing public buildings or public works.

- a. Contracts for construction shall be competitively awarded to an appropriately licensed contractor. Bid and proposal guidelines are set forth in subsection c.
- b. To assure the greatest degree of competition, the solicitation for competitive bids or proposals must be publicly advertised at least once in a newspaper of general circulation in the county where the project is located subject to these parameters:
 - (1) When project costs are estimated to exceed \$200,000, the solicitation for such must be advertised at least twenty-one (21) days prior to the established bid opening and at least five (5) days prior to any scheduled pre-bid conference. See § 255.0525, Fla. Stat. (2008).
 - (2) If the project costs are estimated to exceed \$500,000, the solicitation for such must be advertised at least thirty (30) days prior to the opening and at least five (5) days prior to any scheduled pre-bid conference. See § 255.0525, Fla. Stat. (2008)
 - (3) Pursuant to § 255.0525, Fla. Stat., a construction project may not be divided into more than one project for the purpose of evading the advertising requirements.

The solicitation shall include:

- (1) A description of the project;
 - (2) Explanation of how long bids/proposals will be accepted;
 - (3) Explanation of how interested parties may obtain a bid/proposal package and any applicable costs or fees to obtain the package;
 - (4) Pricing method bids will be based on;
 - (5) The time and date of the mandatory pre-bid meeting where applicable;
 - (6) The time and date of the bid opening [open to the public]; and
 - (7) Detailed criteria upon which the City will rely in awarding such bid.
- c. Bid packages shall be provided to potential bidders at a fair and reasonable price and shall include a complete set of plans/drawings and a book of specifications. Proposal packages shall include information concerning the project goal and any parameters that need to be met.
- d. Any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work described under the contract shall be presumed to be qualified to perform the work described.
- e. Any contractor behind by ten (10) percent on completing an approved progress schedule for the City shall be ineligible to bid.
- f. **Construction of Public Utilities pursuant to Chapter 180, Florida Statutes:**
- (1) In addition to those ordinary procedures required for construction contracts, the City, if engaged in contracting for the construction or extension of any of the utilities described in Chapter 180, Fla. Stat., must adhere to the following additional requirements:
 - i. Any such construction contracts must be in writing;
 - ii. The Contractor selected MUST provide bond, which bond shall be executed by a surety company authorized to do business in the State of Florida;
 - iii. If the Contract is in excess of \$25,000.00, such shall be advertised by the publication of a notice in a newspaper of general circulation located in Orange County, Florida, at

least once each week for 2 consecutive weeks OR by posting 3 notices in 3 conspicuous places within the City, one of which shall be on the door of City Hall. At least 10 days must elapse between the date of the first publication or posting of such notice and the date of receiving bids and the execution of such contract documents. For municipal construction projects identified in § 255.0525, the notice provision of such section supersedes and replaces the notice provisions described herein.

iv. All contracts for the purchase, lease, or renting of materials or equipment to be used in the accomplishment of any or all of the purposes of Chapter 180, Fla. Stat., by the City, shall be in writing; provided, however, that where said contract for the purchase, lease, or renting of such materials or equipment is in excess of \$ 10,000, notice or advertisement for bids on the same shall be published in accordance with the provisions of § 180.24(1), Fla. Stat. (i.e. subsection iii above).

g. In the event of an emergency see Emergency Purchases section (Section "D") on page 20.

7. Design-Build Contract

The City may use the design-build method for the construction of a public building, a public work, or for repairs upon existing public buildings or public works. Design-build procedures follow:

- a. Design-Build Consultant: The City shall hire a design-build consultant to provide professional assistance throughout the execution of the design-build project. Solicitation for statements of qualifications from design-build consultants shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located. Such request for qualifications shall include general information concerning the project site, project scope, and other information that may assist potential design-build consultants in submitting a request for qualifications package. The design-build consultant shall be chosen in accordance with those procedures set forth in § 287.055(9), Fla. Stat., and based upon an applicant's demonstrated abilities and qualifications. The role of the design-build consultant shall include:
- (1) Preparation, production and sealing of a design criteria package to be used by the City;
 - (2) Evaluation of each bidder's contract proposals;

- (3) Review and evaluation of the design and construction plans and specifications;
- (4) Making oneself available during construction work for consultation regarding compliance and conformance.

A design build consultant who has been selected to prepare a design criteria package shall not be eligible to render services under a design – build contract executed pursuant to the design criteria package prepared by such consultant.

- b. Request for Proposal: Upon selection of a design-build consultant and such consultant's completion of a design criteria package, the City shall solicit competitive proposals from design-build firms. Such solicitation will be publicly advertised at least once in a newspaper of general circulation in the county where the project is located. The Request for Proposal shall contain the design criteria package prepared by the design-build consultant, the scope of services to be provided, the evaluation criteria to be used in evaluating proposals, and explicit qualification instructions.
- c. The bid and proposal process for a design build contract shall be identical to the bid and proposal process utilized to procure professional services as described in Section 4 of this guide and in § 287.055(3)-(5), Fla. Stat., with the exception that the design-build consultant shall be responsible for the evaluation of each bidder's contract proposals.
- d. In the event of a public emergency, defined as an event or occurrence of a temporary and non-recurring nature posing immediate and substantial danger to the public health, safety, or welfare of the City and its citizens, the City Manager may, upon written certification of such emergency, bypass the bidding process described herein and authorize immediate negotiations with the best qualified firm immediately available to the City.

8. Push-Button Contract

For non-site specific and on-going contractual services, push-button contracts may be utilized. The need for services shall be publicly advertised at least once in a newspaper of general circulation in the county where the services will be performed and competitively awarded to the lowest responsible and responsive bidder. Because push-button contracts are based on approximate quantities representing estimated requirements based on historical or specific project needs, the City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City's estimated quantities and the Contractor's bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine a low

bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

Push-button contracts have a renewable option and may be renewed for a period that may not exceed 3 years or the term of the original Contract, whichever period is longer. The renewal will be subject to the same bid prices, associated quantities and other terms and conditions set forth in the original Contract and supplemental agreement(s) determined by the project manager to continue into the renewal period. Renewals will be made at the sole discretion and option of the City and must be agreed to, in writing, by both parties.

9. General Bid and Proposal Procedures

Unless otherwise required by statute or applicable law or exempted by a provision contained in this manual, the following procedures are to be utilized for the procurement of products and services costing \$50,001 or more.

- a. Bid/Proposal Opening: Bid and proposal openings shall be open to the public and all interested bidders. Bids/proposals shall be received and opened at the location, date, and time stated in the bid/proposal advertisement. If the location, date or time of the bid/proposal opening changes, a written notification of the change must be provided to all persons registered to receive any addenda to the plans and specifications. After bid/proposal opening but before making a recommended contract award decision, the City reserves the right to issue a post bid/proposal opening addendum to obtain additional information or request documents for bidders/proposals that was not provided with the bids.
- b. Rejection of Bid/Proposal Submittals: In determining the lowest responsible and responsive bidder, in addition to price, the City shall have the discretionary power to render decisions on and may accept or reject bids or proposals on the basis of any one or more of the following:
 - (1) The ability, capacity, skill and sufficiency of resources of the bidder to perform the contract and provide the requested materials or service.
 - (2) The bidder's ability to perform the contract within the time specified.
 - (3) The character, honesty, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (4) The quality of performance and conduct of the bidder on previous contracts with the City or any other reference or party that the bidder has performed work or services.
 - (5) A bidder's propensity to request change orders based on bidder's conduct under previous contracts with the City.
 - (6) A bidder's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts with the City.

- (7) A bidder's current workload and projected workload during the performance of the contract.
- (8) The previous and existing compliance by the bidder with federal, state and local laws, regulations and ordinances applicable, relating or similar to the contract or work to be performed; to include, but not limited to laws, regulations and ordinances of State of Florida, local governments, FDEP, FDOT, Water Management District, and OSHA.
- (9) The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
- (10) The ability of the bidder to provide future maintenance and service on the matter procured and the financial impact upon the City to receive future maintenance and services.
- (11) The bidder's pecuniary ability and financial stability.
- (12) The ability to meet the City's stated requirements for bonding and insurance in order to fully protect the interests of the City.
- (13) Whether the bidder is in arrears to the City on a debt, is a defaulter on any bond or to any surety, whether the bidder's taxes or assessments are delinquent, and/or whether bidder has failed to render payments to subcontractors, suppliers, employees or material men.
- (14) Whether bidder is involved in a recent past (within past three years) or a current dispute with the City involving threatened or pending litigation regarding a previous contract with the City.
- (15) The proximity of bidder's labor force, equipment and business operation in relation to the City.
- (16) Proportional amount of the work or services bidder intends to perform with its own organization as compared with the portion it intends to subcontract and the qualifications of subcontractors whom the bidder proposes to use.
- (17) Whether the bidder submitted a bid or proposal that conforms to the requirements stated in the request for bids or proposal issued by the City.
- (18) Any other circumstances or factors deemed in the best interest of the City as determined by the City's discretion.

The above factors may be determined by bidder's past performance with the City, information obtained from other project owners, information submitted as part of the bid/proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed examinations of bidders, including of bidders' personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a bidder to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such bidder. Until the final award and execution of a contract, the City reserves the right to reject any and all bids and proposals and to waive technical errors and irregularities as may be deemed best for the interests of the City.

- c. Modification or Withdrawal: A vendor may correct a mistake, modify or withdraw their bid before bid-opening. However, once the bid-opening has taken place, no change to the bid shall be permitted so as to remain fair to other bidders. A mistake discovered after the award does not relieve the vendor from performance according to the agreed upon contract.
- d. Late Response: Bids received late shall be rejected as untimely and returned unopened to the vendor's listed address.
- e. One Response or No Response: If only one response is received, the procurement officer for a particular project has the following options:
 - (1) Determine whether the bid-opening date shall be extended; if so, the one bid response shall be returned to the vendor unopened.
 - (2) Poll other known or registered vendors as to their reasons for lack of response.
 - (3) Accept the bid if time is of essence and the bidder has made a reasonable and responsible bid or proposal.
 - (4) Reject the bid and re-solicit.
 - (5) Reject the bid, close the solicitation and utilize City resources for the project when feasible.
 - (6) Negotiate on best terms and conditions. If such course of action is chosen, the project manager must document the reasons as to why such action is in the best interest of the City in lieu of resoliciting competitive sealed bids, proposals, or replies.

If there are no responses, the following options are available to the procurement officer:

- (1) Extend the bid-opening date;
- (2) Contact known and registered vendors to determine their reasons, if any, for a lack of response;
- (3) If the bid is to be closed and rebid, a thorough review of the specifications and bid list must occur before re-soliciting.
- (4) Close the solicitation and utilize City resources when feasible.

- (5) Negotiate on best terms and conditions. If such course of action is chosen, the procurement officer must document the reasons as to why such action is in the best interest of the City in lieu of resoliciting competitive sealed bids, proposals, or replies.
- f. Evaluation and Selection: The procurement officer shall review the responses submitted and disqualify any responses that do not meet the mandatory minimum requirements. From the remaining responses and depending upon the type of request, selection shall be made on the basis of either the lowest responsive and responsible bidder, or the highest rated technical proposal within a set financial budget. The contract file shall contain documentation supporting the basis upon which an award was made. Such documentation shall include a short plain statement that explains the basis for vendor/servicer selection and that sets forth the vendor's/servicer's deliverables/services and price, pursuant to the contract, with an explanation of how these deliverables/services and price provide the best value to the City.
- g. Tie Bids: If two or more bids are received that are equal in price and there is no evidence of price-fixing or collusion between or among such bidders, first choice may be awarded in the following order:
- (1) Quality of service(s) and/or product(s) offered;
 - (2) Drug-free workplace [Section 287.087, Florida Statutes];⁴
 - (3) Bidder's proximity to the City (see §§ 287.084 and §§ 287.092, Fla. Stat.);
 - (4) Bidder's ability to deliver services in a timely manner.
- h. Noncompetitive bids/offers: If, after reasonable inquiry, the Procurement Officer determines that the lowest responsive and responsive bids received are not competitive with known "off-the-shelf," listed, market, or manufacturer's suggested retail pricing, the City may opt to either cancel the bid process and rebid the project, goods, or services, or, if not otherwise prohibited by law, the City may cancel the bidding process, reject all bids, and acquire like services through conventional means at a price that is lower than the lowest responsive and responsible bid.
- i. Public Disclosure: Sealed bids and proposals are not immediately subject to Florida's Public Records Act. Section 119.071 of the Florida Statutes exempts the City from allowing interested parties to examine sealed bids or proposals until such time as the City provides notice of a selection or intended selection or within thirty (30) days after the bid or proposal opening, whichever is earlier. If the City rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the City

⁴ A drug free workplace preference is warranted only when two or more bids, proposals, or replies are equal with respect to price, quality, and service.

concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial City notice rejecting all bids, proposals, or replies.

- j. Awards: The procurement officer must notify a successful bidder/proposer of an award in writing within three (3) days of reaching such decision. The contract file must contain a short simple statement that explains the basis for vendor selection that states the vendor's promised product/service and price, pursuant to the contract, with an explanation of how the promised product/service and price provide the best value to the City.

D. PIGGYBACKING PURCHASES

To the extent not prohibited by general law, whenever a state, county, municipality, school district, or other governmental agency has a pre-existing contract, which is in effect concerning goods, materials, equipment or services the city wishes to acquire, the city may, where appropriate, piggyback onto such contract where such contract has been procured and awarded during the last 36-month period pursuant to a competitive procurement process that is substantially equivalent to that provided in this chapter. The city will obtain documentation evidencing that a competitive procurement process was performed by the government agency to procure the contract proposed to be piggybacked upon and an executed copy of such contract. The contractor/vendor shall consent to the piggybacking. The contractor/vendor shall execute a separate agreement with the city which confirms that the same prices, terms and conditions granted to the original contracting governmental agency will be granted to the city along with agreement to city established provisions providing for indemnity, insurance, controlling laws, venue, dispute resolution and other provisions as may be recommended by the purchasing manager or city attorney.

Piggybacking is not authorized when the action would call for a substitution of goods, materials, equipment and services that were not originally bid on and not originally evaluated as part of the contract award. Piggybacking is not authorized for the procurement of "professional services" as defined by F.S. § 287.055, the Consultants' Competitive Negotiation Act (CCNA); provided however, if the amount of a professional services contract is below the CCNA thresholds the City Commission may waive formal procurement to procure a professional services contract when such is determined to be in the best interest of the City. The City Manager or designee may establish policies relating to the appropriateness of and criteria for piggybacking onto contracts of other governmental agencies. The piggybacking of contracts concerning amounts beyond the City Manager's purchasing authority shall be approved by the City Commission.

E. EMERGENCY PURCHASES⁵

Emergency conditions may arise whereby purchases must be made immediately to protect the health, safety, or security of persons or property. Justifiably, these purchases may have to be made without adhering to the traditional purchasing procedures. Emergency conditions include hurricane or other severe storm conditions, similar catastrophes or disorders, equipment failures, public employee strikes, civil disorders or any other condition that may be declared an emergency by the City Commission.

To authorize procurement pursuant to an emergency, the City Manager, unless the City Commission has already declared a state of emergency, must determine in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the City warrants bypassing the ordinary bid proposal procedures contained herein and requires emergency action. Authority to make emergency purchases shall be granted as follows:

1. Under \$10,000. The department head may authorize emergency purchases in this category.
2. \$10,000 and Over. Emergency purchases over \$10,000 must be authorized and approved by the City Manager and/or the City Commission.

F. DISPOSITION OF CONSUMABLE AND NONCONSUMABLE GOODS

Goods purchased by the City are to be used exclusively to achieve the goals of the City. Consumable goods are intended to be entirely utilized by the City. Both consumable and non-consumable goods purchased by the City that have become obsolete must be disposed of in a manner that is most beneficial to the City. Procedures for the disposing of goods, not including fixed assets, follow:

1. When possible, such goods should be returned to their manufacturer for a refund or credit to be issued to the City.
2. If a refund or credit cannot be obtained, the goods shall be transferred to Public Works. Public Works shall make an attempt to sell the goods on behalf of the City through public auction or in another manner that approved by the City Manager or Commission.
3. If Public Works is unable to sell the goods on behalf of the City, the City shall offer such property to such other governmental units or private nonprofit agencies as approved by the City Manager or Commission.

[Note: this section excludes fixed assets. Procedures for disposition of fixed assets are located in the City's Accounting Manual].

⁵ Please see Article II, § 21 of the City of Winter Garden Charter for additional guidance concerning emergency purchases.

G. BID PROTEST PROCEDURES

1. Written Protest. Any actual or prospective bidder/responder who is allegedly aggrieved in connection with the solicitation or pending award of a contract may file a protest with the City Manager. A protest shall be valid only if such is submitted in writing to the City Manager no later than 5:00 p.m., local time on the fifth business day after the City issues a notice of award recommendation and if such complies with the content requirements specified herein. **Failure to timely submit a written protest shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.** The written protest shall contain the following:
 - i. Identify and provide the contact information for the protestor;
 - ii. The IFB number and title, or, RFP number and title;
 - iii. Clearly state the factual basis upon which the protest is based;
 - iv. State all statutes, laws, ordinances, or other legal authorities supporting such protest; and
 - v. Identify the relief to which the protestor is entitled.
2. Bid Protest Fee: A person or entity filing a protest must render along with their written protest payment of a bid protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the City of Winter Garden in the amount of (i) \$500.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,000.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. Failure to render timely payment of the bid protest fee shall result in the bid protest being rejected and of no force and effect. In the event the protesting party ultimately prevails in the protest proceeding before the City, the bid protest fee will be returned to such party.
3. Notice to Other Bidders: A protestor must mail or hand deliver copies of all notices of protests and formal written protests to all other bidders/responders within three (3) business days of filing the written protest with the City and shall provide the City with evidence of such mailing or delivery, which may be in the form of a certified mail receipt or affidavit of delivery.
4. Stay of Award. Upon timely receipt of a protest, and in the absence of emergency circumstances, the City Manager shall ensure that the award is

suspended until such protest is resolved. If the City Manager, after consultation with the head of the requisitioning department, determines that a bid or contract must be awarded without delay in order to protect the public health, welfare or safety, to comply with an existing regulatory, permitting or contractual obligation, or to prevent the loss of a funding source, a bid protest shall not delay or otherwise impede the award of such bid or contract.

5. City Manager Review. After receipt of a timely written protest, the City Manager shall consider and attempt to resolve the protest. For the purposes of investigating, reviewing, and resolving a protest, the City Manager may appoint a designee of his/her choosing to represent and act on behalf of the City Manager at all stages of the bid protest review and proceedings. Such designee should have adequate experience and background in public procurement matters and be familiar with the City's procurement procedures. Prior to rendering a decision, the City Manager shall schedule and conduct a meeting in order to hear the arguments from the protestor and other interested bidder/responders. The time, date and location of the protest meeting will be noticed by the City to the protestor and other bidders/responders.
6. Protest Meeting. At the protest meeting, the protestor and any other interested bidders/responders who may be affected by the City's procurement decision or award recommendation, or their designated legal counsel, will be allowed to make a brief oral presentation of evidence and argument. However, neither direct nor cross examination of witnesses will be permitted, although the City Manager or his/her designee may make whatever inquiries deemed pertinent to a determination of the protest. Submission of written or physical materials, objects, statements, affidavits and arguments relevant to the protested matters may be submitted prior to or at the protest meeting. The City Manager or his designee may solicit and receive input from City employees, consultants and other persons not a party to the protest proceeding. The statutory and judicial rules of evidence shall not apply to the proceedings. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording.
7. City Manager's Decision. In making his/her decision on the protest, the City Manager or his/her designee shall have the authority to uphold the award recommendation, cancel the pending procurement process, re-bid the contract, revise the award recommendation, and take other such actions that are within city's procurement authority. After conducting the protest meeting, the decision of the City Manager or his designee may be orally announced at such meeting. However, after the protest meeting the City Manager's office shall promptly issue a written decision stating the reason for the action taken with a copy furnished to the protesting party and all

other interested bidder/responders. The decision of the City Manager's office shall be final and conclusive as to any contract award not requiring City Commission approval. For contracts requiring City Commission approval, the decision of the City Manager's office may be appealed to the City Commission, if such appeal is timely filed.

8. Appeal to City Commission: Bidders/responders who are adversely affected by the Office of the City Manager's decision with respect to a contract award requiring City Commission approval, may appeal the City Manager's decision by filing a written appeal with the City Clerk, no later than 5:00 p.m. on the third (3rd) business day following the date of the written decision issued by the City Manager or his/her designee. The written appeal shall substantially conform to the written protest notice content requirements of Section F. 1. and shall be sent by the appealing party to all other bidders/responders within three (3) business days of filing the written appeal with the City in the same manners as provided in Section F. 3. **Failure to timely file a written appeal shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.**
9. Appeal hearing. If an appeal is timely received, the appeal shall be heard by the City Commission at a public meeting. The time, date and location of the City Commission meeting shall be noticed by the City in the same manner as its notices regular City Commission meetings. The City Commission's review of the City Manager's decisions shall be a *de novo* review. The procedure for the City Commission's review will be similar to the process specified for the protest meeting in Section F. 5. After conclusion of the presentations, the City Commission shall conduct public deliberations, and, upon completion thereof, hold a vote as to the resolution of the appeal. The outcome of such vote and reasons provided therefore shall constitute the City's final determination of the matter.
10. Exclusive method of protest, objection, and appeal. There is a compelling City interest in procuring goods and services in a timely manner so as to provide City residents and visitors with efficient, cost-effective, and operationally effective City infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved with minimal delays. Therefore, the procedure set forth herein is the sole means by which a bidder/responder aggrieved by a decision of the City may seek recourse. Refusal or failure by any aggrieved bidder/responder to pursue its right of protest under these procedures shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially. Any judicial proceedings that may or could be filed against the City by an aggrieved or adversely affected party shall be filed within thirty (30) days after the City's final decision on a procurement matter. **Failure to timely file a judicial action in accordance with these procedures**

shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

H. APPENDIX – Applicable Statutes

The following statutes expressly apply to the City's procurement of goods and services, and it is advised that personnel review such statutes in conjunction with this manual:

§ 180.24, Fla. Stat., Contracts for [utility] construction; bond; publication of notice; bids.

§ 255.20, Fla. Stat., Advertising for competitive bids or proposals [construction projects].

§ 255.0525, Fla. Stat., contains notice requirements concerning the solicitation of competitive bids for projects costing over \$200,000.00.

§ 287.055, Fla. Stat., Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.

§ 287.084, Fla. Stat., Preference to Florida businesses.

§ 287.087, Fla. Stat., Preference to businesses with drug-free workplace programs.

§ 287.092, Fla. Stat., Preference to certain foreign manufacturers.

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Steve Pash, Assistant City Manager – Public Services

Via: City Manager Jon C. Williams

Date: April 16, 2026 **Meeting Date:** April 23, 2026

Subject: T.D. Thomson Construction, Inc. Sidewalk Repair – Purchase Orders

Issue:

Staff has found a lot of sidewalk damage along Daniels Road and within the Regency Oaks and Daniels Crossing neighborhoods. We have gotten quotes from one of our push button contractors, T.D. Thomson Construction, Inc. to remove and replace the sidewalks on both sides of Daniels Road and within the neighborhoods.

Recommended Action:

Staff requests approval to contract T.D. Thomson Construction, Inc. to remove and replace damaged sidewalks in Regency Oaks for \$43,076.66, Daniels Crossing for \$35,756.00, Daniels Road 10' wide sidewalks for \$87,900.20, and Daniels Road 5' wide sidewalks for \$57,916.78 for a total of \$224,649.64.

Attachment(s)/References:

Regency Oaks
Daniels Crossing
Daniels Road – 10 sidewalks
Daniels Road – 5' sidewalks

Estimate

Remitt To
 PO BOX 1239
 Sorrento FL 32776

Date	Estimate #
3/25/2026	100-298

Name / Address

City of Winter Garden
 Att: Jeffery Cotton
 300 W. Plant Street
 Winter Garden FL 34787

Project

Regency Oak - Sidewalk Replacement

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	1,500.00	1,500.00
MOT	1	LS	1,750.00	1,750.00
DEMO 4" SIDEWALK	2,722	SF	2.55	6,941.10
GRADE	2,722	SF	1.10	2,994.20
SAW CUT ROOTS	1,600	SF	2.60	4,160.00
REPLACE 4" SIDEWALK	2,722	SF	8.88	24,171.36
SOD AND RESTORATION AND CLEAN UP	1,200	SF	1.30	1,560.00

NOTES*
 DAY TIME WORK
 ONLY THE ABOVE INCLUDED

tdthomson92@gmail.com

407-654-8388

Total

\$43,076.66

This quote is based on the availability of materials.
 This quote is good for 30 days.

Remitt To
 PO BOx 1239
 Sorrento FL 32776

Date	Estimate #
3/25/2026	100-297

Name / Address
 City of Winter Garden
 Att: Jeffery Cotton
 300 W. Plant Street
 Winter Garden FL 34787

Project

Daniels Crossing- Sidewalk Replacement

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	1,500.00	1,500.00
MOT	1	LS	1,750.00	1,750.00
DEMO SIDEWALK	2,200	SF	2.55	5,610.00
GRADE	2,200	SF	1.10	2,420.00
SAW CUT ROOTS	1,300	SF	2.60	3,380.00
REPLACE 4" SIDEWALK	2,200	SF	8.88	19,536.00
SOD RESTORATION AND CLEAN UP	1,200	SF	1.30	1,560.00
Total				\$35,756.00

NOTES*
 DAY TIME WORK
 ONLY THE ABOVE INCLUDED

tdthomson92@gmail.com

407-654-8388

Total

\$35,756.00

This quote is based on the availability of materials.
 This quote is good for 30 days.

Remitt To
 PO B0x 1239
 Sorrento FL 32776

Date	Estimate #
3/26/2026	100-301

Name / Address
 City of Winter Garden
 ATT: Jeffery Cotton
 300 W. Plant Street
 Winter Garden Fl 34787

Project

Daniels Rd Sidewalk Replacement 10' Wide

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	950.00	950.00
MOT (MOVING MOT X 8) LANE SHIFT	5	EA	900.00	4,500.00
DEMO 10' SIDEWALK 5" THICK	3,970	SF	2.95	11,711.50
GRADE AND COMPACT	3,970	SF	1.10	4,367.00
REPLACE 10' SIDEWALK 5" THICK	3,970	SF	9.61	38,151.70
SAW CUT ROOTS	1,650	SF	2.60	4,290.00
SOD RESTORATION AND CLEAN UP	1,500	SF	1.30	1,950.00
OVERTIME 9 HRS FOR 8 MEN X 3 NIGHTS	216	HRS	55.00	11,880.00
OPEN CHARGES FROM CONCRETE PLANT WILL BE AN ADDITIONAL COST OF \$2500.00 A NIGHT	3	NIGHTS	2,500.00	7,500.00
RENTAL ON LIGHT TOWERS 2 NIGHTS	3	EA	650.00	1,950.00
SEED D.O.T. GRASS LAYDOWN AREA	1	LS	650.00	650.00

NOTES*
 VMS BOARD SUPPLIED BY CITY
 TREATMENT PLANT FOR LAYDOWN AREA
 PROPOSAL IS REMOVING 5" THICK SIDEWALK AND
 REPLACING 5" THICK SIDEWALK
 POLICE OFFICER PRESENT FOR THE NIGHT WORK TO BE
 DISCUSS WITH THE CITY
 T D THOMSON WORK HRS - 10 PM TO 6 AM
 ONLY THE ABOVE INCLUDED

tdthomson92@gmail.com

407-654-8388

Total

\$87,900.20

This quote is based on the availability of materials.
 This quote is good for 30 days.

Estimate

Remitt To
 PO BOx 1239
 Sorrento FL 32776

Date	Estimate #
4/3/2026	100-292

Name / Address

City of Winter Garden
 Att: Jeffery Cotton
 300 W. Plant Street
 Winter Garden Fl 34787

Project

Daniel Rd- Sidewalk Replacemen 5' Wide

Description	Qty	Unit	Rate	Total
MOBILIZATION	1	LS	600.00	600.00
MOT (MOVING MOT X 8) LANE SHIFT	3	EA	900.00	2,700.00
DEMO 5' SIDEWALK 4" THICK	2,726	SF	2.55	6,951.30
GRADE AND COMPACT	2,726	SF	1.10	2,998.60
REPLACE 5' SIDEWALK 4" THICK	2,726	SF	8.88	24,206.88
SAW CUT ROOTS	1,650	SF	2.60	4,290.00
SOD RESTORATION AND CLEANUP	1,500	SF	1.30	1,950.00
OVERTIME 9 HRS FOR 8 MEN X 5 NIGHTS	144	HRS	55.00	7,920.00
OPEN CHARGES FROM CONCRETE PLANT WILL BE ADDITIONAL COST OF \$2,500.00 A NIGHT	2	NIGHTS	2,500.00	5,000.00
RENTAL ON LIGHT TOWERS FIVE NIGHTS	2	EA	650.00	1,300.00

NOTES*

VMS BOARD SUPPLIED BY CITY
 TREATMENT PLANT FOR LAY DOWN AREA
 PROPOSAL IS REMOVING 4" THICK SIDEWALK AND
 REPLACING 4" THICK SIDEWALK
 POLICE OFFICER PRESENT FOR NIGHT WORK TO BE
 DISCUSS WITH THE CITY
 T D THOMSON WORK HRS - 10 PM TO 6 AM
 ONLY ABOVE INCLUDED

tdthomson92@gmail.com

407-654-8388

Total

\$57,916.78

This quote is based on the availability of materials.
 This quote is good for 30 days.



THE CITY OF WINTER GARDEN CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon Williams, City Manager

Date: April 16, 2026 **Meeting Date:** April 23, 2026

Subject: Approval to Award DNA Event Creative, LLC – RFQ 26-001-ED Presenting Partner for the Garden Theatre on Plant

Discussion: The City of Winter Garden issued a Request for Qualifications (RFQ 26-001-ED) on January 25, 2026, seeking bid proposals from performing arts organizations to be a Presenting Partner for the Garden Theatre on Plant. Seven (7) proposals were received and reviewed by the City’s Selection Committee. After a thorough evaluation process and based on the established RFQ selection criteria, the Selection Committee determined that the proposal submitted by DNA Event Creative, LLC was the highest-ranked, most responsive and best qualified proposal.

Recommended Action: Motion to approve RFQ 26-001-ED rankings and authorize staff to negotiate awarding contract to DNA Event Creative, LLC as the Presenting Partner of the Garden Theatre.

Attachments/References:

Legal Advertisement for RFQ 26-001-ED

Detailed RFQ 26-001-ED Document – Presenting Partner for the Garden Theatre

Addendum 1 for RFQ 26-001-ED

List of Submitters for RFQ 26-001-ED

Evaluation Announcement Meeting for RFQ 26-001-ED

Selection Committee Rankings Announcement for RFQ 26-001-ED

Notice of Recommendation to Award for RFQ 26-001-ED

LEGAL ADVERTISEMENT
Request for Qualifications
RFQ #26-001-ED
Presenting Partner for the Garden Theatre on Plant
City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111

The City of Winter Garden, Florida is soliciting statements of qualifications from experienced and visionary organizations or individuals to serve as the **Presenting Partner** for the **Garden Theatre on Plant**, a municipally owned performing arts venue located in the heart of historic downtown Winter Garden. The selected partner will collaborate with the City to deliver high-quality, family-friendly programming that supports the cultural, economic, and community development goals of the City.

Qualification packages must be received no later than 4:00 p.m. (local time) on March 11, 2026.

Any qualification packages received after the above-noted time will not be accepted under any circumstances. Any uncertainty regarding the time a qualification package was received will be resolved against the respondent.

Organizations or individuals interested in providing presenting services shall submit one (1) original and five (5) copies of their qualifications to the City of Winter Garden reception desk by the submission deadline to the attention of:

City of Winter Garden
Attn: Marc Hutchinson, Economic Development Director
300 West Plant Street
Winter Garden, FL 34787
RFQ #26-001-ED

No faxed or electronic submissions will be accepted.

All responses must be prepared and submitted in accordance with the instructions provided in this RFQ. Each response received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A responsive submittal is one that follows the requirements of the RFQ, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your submittal non-responsive. The City reserves the right to amend or modify this RFQ via written addendum. Respondents are responsible for complying with any addendum issued to this RFQ and for reviewing the procurement website on a regular basis for potential addendums.

Questions regarding this RFQ must be submitted in writing to Marc Hutchinson, Economic Development Director via email at mhutchinson@cwgdn.com by February 24, 2026. Responses will be posted publicly on the City's website.

***Request for Qualifications
RFQ #26-001-ED***

***Presenting Partner
for the
Garden Theatre on Plant***

*City of Winter Garden
300 West Plant Street
Winter Garden, FL 34787
(407) 656-4111*



SCOPE OF SERVICES

The selected Presenting Partner will be responsible for:

- Developing and presenting a season of live performances including but not limited to theatrical productions, concerts, comedies and other similar events.
- Ensuring programming aligns with the City's goals of family-friendliness, entertainment value and economic vitality.
- Coordinating with the City on scheduling, marketing, and facility use.
- Managing all aspects of production, including staffing, licensing, and ticketing.
- Submitting all proposed programming and promotional materials for City approval.
- Maintaining required insurance and complying with all applicable laws and City policies.
- Reserving and coordinating designated programming time for:
 - City-sponsored events and civic programming
 - Local public and private school programming, including school clubs and student performing arts organizations
 - Local nonprofit organizations serving the Winter Garden community

SUBMISSION REQUIREMENTS

Submissions shall be limited to **thirty-five (35) 8.5" x 11" pages**, single-sided, portrait orientation, 12-point font (excluding covers, dividers, and a 2-page cover letter). Required materials include:

I. Qualifications

- Description of relevant experience in producing or presenting live theatrical or performing arts events.
- Organizational structure and key personnel.
- List of similar projects completed within the past five (5) years with an overview description, event/performance type, targeted audience, production budget and notable accomplishments.
- Three (3) client references with contact information.
- Proof of insurance or statement of insurability.
- Financial statement or funding plan.

II. Programming & Outreach

- Sample programming plan and philosophy.
- Marketing and audience development strategy.
- Community engagement and outreach efforts.

III. Office Location

- Location of primary office and proximity to Winter Garden.
-

INSURANCE REQUIREMENTS

The successful respondent shall be required to provide evidence of the following minimum insurance coverage:

- General Liability Insurance: \$2,000,000 per occurrence
 - Automobile Liability Insurance: \$2,000,000 per occurrence
 - Workers' Compensation Insurance: As required by Florida law
 - The City of Winter Garden shall be named as an additional insured on all applicable policies.
-

SELECTION CRITERIA

Qualification packages will be reviewed and evaluated by a selection committee based on the following criteria:

1. Relevant experience and qualifications – 30%
 2. Quality and alignment of proposed programming – 25%
 3. Organizational capacity and financial stability – 20%
 4. Community engagement, outreach strategy and philosophy – 15%
 5. References and past performance – 10%
-

SELECTION PROCEDURES

A City selection committee will evaluate each respondent's qualifications and may shortlist firms or individuals for interviews or presentations. During the evaluation process, the City reserves the right to request additional information or seek clarifications from one or more respondents. The committee will recommend a finalist to the City Commission for approval. The selection or

ranking of respondents does not constitute a contract. There is no contract unless and until the City Commission approves a contract at a public meeting and a contract is executed by the parties. The City reserves the right to cancel this RFQ at any time up until there is an awarded and executed contract. The City reserves the right to reject any or all submittals and to negotiate with the most qualified respondent. In no event shall the City be responsible for any response or proposal preparation costs or other expenses incurred by the responders in responding to this RFQ.

The City shall be the sole judge of its own best interests, the responses/proposals, and the resulting negotiated contract, if any. If a contract cannot be reached with the highest rated responder, the City reserves the right to negotiate and recommend contract award to the next highest rated responder or subsequent responder until a contract is reached.

PROCUREMENT PROTEST

Procurement protests will be governed by and handled in accordance with the City of Winter Garden Purchasing Manual, which is incorporated herein by this reference. Failure to timely file a written bid protest and pay the required bid protest fee in accordance with the Purchasing Manual shall constitute a waiver and invalidation of any protest to the award of contract under this solicitation.

PUBLIC RECORDS

Florida has a broad public records law that requires the City to allow inspection and copying of public records upon request subject to few exemptions. In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelopes and must state the reasons why such exclusion from public disclosure is necessary pursuant existing Florida law. Ownership of all data, material, and documentation originated and prepared for the City pursuant to this request for services shall belong exclusively to the City and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a proposer shall not be subject to public disclosure under the Public Records Law; however, the proposer must invoke the protection of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.

CONE OF SILENCE

To ensure a fair and transparent RFQ process by restricting communications between potential respondents and City officials during the solicitation period, a Cone of Silence/Lobbying Blackout Period begins upon issuance of this RFQ #26-001-ED. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented with the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Lobbying Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.

NEGOTIATION OF PRESENTING AGREEMENT

The City will draft and negotiate a presenting agreement with the most qualified respondent at a rate and scope deemed fair and reasonable. If an agreement cannot be reached, the City may negotiate with the next most qualified respondent. The terms of the presenting agreement will include, but will not be limited to, addressing the following matters in more detail:

1. Purpose

To establish the terms under which the Presenter will present live theatrical productions and other related live performance programming at the City-owned Garden Theatre on Plant located at 160 W. Plant Street, Winter Garden, FL 34787. Programming must promote a family-friendly atmosphere, have desirable entertainment value and serve as an economic driver for downtown vibrancy.

2. Term

This Agreement shall commence on April 23, 2026, and continue through April 22, 2028, unless terminated earlier in accordance with Section 8.

3. Use of Facility

- Presenter shall submit all proposed productions and programming to the City for prior written approval.
- The City reserves the right to deny or revoke use of the Theatre if the event violates law, poses a risk to public safety, or conflicts with accessibility requirements.
- Presenter shall not imply City sponsorship or endorsement without written permission.

- Presenter shall reserve and coordinate programming time for:
 - City-sponsored events
 - Local performing arts schools and school clubs
 - Local nonprofit organizations
-

4. Responsibilities of the Presenter

- Provide a production/event plan, budget, and pro forma for City review.
 - Manage all creative content, rights, and physical production elements.
 - Provide performers, technical staff, front-of-house staff, and concessions personnel.
 - Submit all marketing materials for City approval.
 - Maintain general liability insurance of \$2,000,000 per occurrence, naming the City as additional insured.
 - Ensure compliance with all applicable laws, including ADA and non-discrimination.
 - Remove all production materials and clean the facility post-event.
-

5. Responsibilities of the City

- Provide access to the Garden Theatre and basic theatre equipment.
 - Maintain utilities and general maintenance.
 - Designate a liaison for scheduling and coordination.
 - May provide optional marketing support as negotiated per production (fees may apply).
-

6. Financial Terms

- Presenter shall pay a facility use fee, percentage of gross ticket sales or a combination thereof, which shall be negotiated for each production/performance agreement.
- A \$1,500 refundable damage deposit per production/performance agreement is due upon signing.
- Concessions sales and use of concession area shall be negotiated per production/performance agreement.
- Full payment of agreed upon facility use fee (excluding percentage of gross ticket sales) is due 30 days prior to the event.

- Sponsorship proceeds obtained by each party shall be retained by that party.
-

7. Insurance and Indemnification

- Presenter shall maintain:
 - General liability: \$2,000,000 per occurrence
 - Auto liability (if applicable): \$2,000,000
 - Workers' compensation (if applicable)
 - The City shall be named as an additional insured.
 - Presenter shall indemnify and hold harmless the City from all claims arising from its use of the facility. The City will not indemnify and hold harmless the Presenter. The City will not waive any sovereign immunity protections.
-

8. Termination

- Either party may terminate this Agreement with 30 days' written notice.
 - The City may immediately terminate this Agreement at any time for cause.
-

9. Miscellaneous

- This Agreement constitutes the entire understanding between the parties.
 - Amendments must be in writing and signed by both parties.
 - Venue for disputes shall be in **Orange County, Florida**.
 - The prevailing party in litigation shall be entitled to attorney's fees.
-

COMPANY INFORMATION / SIGNATURE SHEET

**Request for Qualifications
RFQ #26-001-ED
Presenting Partner for the Garden Theatre on Plant**

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS AND ACKNOWLEDGE ADDENDA WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

ADDENDUM ACKNOWLEDGEMENT

THE PROPOSER SHALL ACKNOWLEDGE OBTAINING ALL ADDENDA ISSUED TO THIS FORMAL RFQ #26-001-ED FROM THE CITY'S WEBSITE BY COMPLETING THE BLOCKS BELOW. FAILURE TO ACKNOWLEDGE ALL ADDENDA WILL BE CAUSE FOR REJECTION OF THE RESPONSE.

ADDENDUM NO. _____ DATE ISSUED: _____
ADDENDUM NO. _____ DATE ISSUED: _____
ADDENDUM NO. _____ DATE ISSUED: _____
ADDENDUM NO. _____ DATE ISSUED: _____

COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

ADDRESS FAX (INCLUDE AREA CODE)

CITY ST ZIP E-MAIL ADDRESS

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

AUTHORIZED SIGNATURE (manual)

NAME/TITLE (PLEASE PRINT)

FEDERAL ID# _____
___ Individual ___ Corporation ___ Partnership ___ Other (Specify) _____

Sworn to and subscribed before me this ____ day of _____, 20 ____.

Personally Known _____ or

Produced Identification _____

(Type of Identification)

Notary Public – State of _____
County of _____

Signature of Notary Public

Printed, typed or stamped
Commissioned name of Notary Public



Addendum #: 1

Date: 2/16/2026

Request for Qualifications (RFQ) #: 26-001-ED

RFQ Name: Presenting Partner for the Garden Theatre on Plant

Responses to Questions Received Pertaining to RFQ 26-001-ED:

1. My main question, is that the wording in the RFQ points to specifics in documents and exhibits, but there are no details listed on the RFQ link. I am looking at the following submission requirements, specifically: *"A responsive submittal is one that follows the requirements of the RFQ, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document..."*

What signatures? What exhibits are required?

Response: Here are two links that should provide clarity to your questions.

RFQ Overview <https://www.cwgd.com/bids.aspx?bidID=38>

RFQ Detailed Document: <https://www.cwgd.com/bids.aspx?bidID=38#docaccess-dcd943cf1e7cedf0ab1344815f4505c742e11288180288565d8c2cded296a2f2>

Please Note: RFQ submitters are required to acknowledge receipt of Addendum#1 in the space provided on the Signature Sheet within the RFQ document. FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY BE CAUSE FOR REJECTION OF THE RESPONSE

End of Addendum #1

Economic Development Department

300 West Plant Street, Winter Garden FL 34787

Phone: 407-656-4111



**Request for Qualifications
(RFQ 26-001-ED)**

**Presenting Partner for the Garden Theatre on
Plant**

On March 11, 2026, the City of Winter Garden received (prior to the 4:00pm local deadline) submissions for RFQ 26-001-ED from the following companies:

- The Halo Theatre of Orlando
- Osceola Arts, Inc
- Theatre 13, LLC
- Theatre South Playhouse
- Young Star Musical Theatre
- DNA Event Creative
- Victory Productions



Request for Qualifications (RFQ 26-001-ED)

**Presenting Partner for the Garden Theatre on
Plant**

Selection Committee Meeting Announcement

The Selection Committee for **RFQ 26-001-ED** (Presenting Partner for the Garden Theatre on Plant) will meet on **Monday, April 13, 2026 at 3:00pm** local time to review, rank and select the best responsive and most qualified proposal submitter.

Meeting Location: Commission Chambers (1st Floor), City Hall

Evaluation Disclosures

- All responsive qualification packages will be evaluated by the City's Selection Committee based on the published selection criteria, including experience, programming quality, organizational capacity, community engagement, and references, as stated in the RFQ.
- During the evaluation process, the City reserves the right to request additional information or seek clarifications from one or more respondents.
- The Selection Committee may shortlist respondents for interviews or presentations. A final recommendation will then be forwarded to the City Commission for approval.
- The City reserves the right to cancel this RFQ at any time up until there is an awarded and executed contract.



RFQ 26-001-ED Presenting Partner for the Garden Theatre on Plant

Date: April 15, 2026

Subject: Selection Committee Rankings Announcement

On Monday, April 13, 2026 (3:00pm local time), the Selection Committee for RFQ 26-001-ED (Presenting Partner for the Garden Theatre on Plant) met to review the scores and rankings of the seven (7) proposals submitted for consideration. Below are the final consolidated scores and rankings from 1st through 7th.

Organization	Consolidated Points	Ranking
DNA Event Creative	445	1 st
Osceola Arts, Inc. (O Arts)	386	2 nd
Victory Productions	372	3 rd
Young Star Musical Theatre	362	4 th
Theatre South Playhouse	328	5 th
Theatre 13, LLC	299	6 th
Halo Theatre of Orlando	161	7 th

DNA Event Creative will be recommended to the City Commission for contract award approval as the Presenting Partner of the Garden Theatre on Plant.

The City of Winter Garden would like to thank all the talented organizations for their proposal submissions and the enthusiastic interest expressed in operating the Garden Theatre on Plant.



City of Winter Garden

Notice of Recommendation to Award

Date: April 15, 2026

Re: **NOTICE OF RECOMMENDATION TO AWARD**
Presenting Partner for the Garden Theatre on Plant
(RFQ #26-001-ED)

On Wednesday, March 11, 2026, the City received seven (7) proposal responses to the Request for Qualification as the Presenting Partner for the Garden Theatre on Plant. Based upon independent reviews and rankings of the proposals by the Selection Committee, the determination was made that DNA Event Creative, LLC will receive a recommendation by staff for contract award.

Staff will present their recommendation of award and request to negotiate a presenting agreement with the most qualified respondent to the City of Winter Garden City Commission. The date of the meeting is April 23, 2026, at 6:30 pm at the regularly scheduled City Commission meeting in Commission Chambers, City Hall located at 300 West Plant Street, Winter Garden, FL 34787. Public comment shall be taken at this time.

Any actual or prospective submitter who is allegedly aggrieved in connection with the pending award of a contract may file a protest with the City Manager in accordance with the Winter Garden Purchasing Manual, Resolution #25-06, no later than 5:00 pm on the fifth business day after the posting of this notice of award recommendation. Failure to submit a written protest meeting the requirements of the Winter Garden Purchasing Manual by this deadline shall constitute a waiver and invalidation of any protest to the applicable solicitation, proposal, or award. Any written protest shall be directed and delivered to:

City of Winter Garden
Attn: Jon C. Williams, City Manager
300 West Plant Street
Winter Garden, FL 34787

A copy of such written protest shall also be delivered to Marc Hutchinson, Economic Development Director, 300 West Plant Street, Winter Garden, FL 34787.



**THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM**

From: Marc Hutchinson, Economic Development Director
Via: Jon Williams, City Manager
Date: April 16, 2026 **Meeting Date:** April 23, 2026
Subject: Shop Dine and Stroll Event in Downtown Winter Garden

Discussion: The Shop, Dine and Stroll event will attract and offer shoppers an opportunity to experience our local Downtown retailers and restaurants with an exciting twist to win gifts and cash prizes through multiple raffle opportunities – dubbed as **Raffle”May”nia**. To further entice the experience, shoppers will not only have a chance to win several in-store prizes, they will also have a chance to win cash jackpot prizes of \$500, \$250 and \$100. The event will take place all day on Saturday, May 2nd, 2026 with live music including merchant promotions and will not require road closures.

Recommended Action: Staff recommends approval allowing the Shop, Dine and Stroll special event to take place in Downtown Winter Garden on Saturday, May 2nd, 2026.

Attachments/References:

Shop, Dine and Stroll Special Event Application
Shop Dine & Stroll Event Flyer



APR 06 2026

Received by: CEF
Project #: _____

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

PLE 2026-0078

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

DATE OF APPLICATION: 03/10/2026
ORGANIZATION/GROUP: City of Winter Garden Economic Development
NAME OF EVENT: Shop, Dine, & Stroll Raffle May-NIA
CONTACT/REPRESENTATIVE: Eric Fischer
PHONE #: 407.656.4111 Ext 2266
ALT. PHONE #: 321.848.7893
EMAIL: efischer@cwgdn.com
EVENT LOCATION: 300 W Plant Street, Various Shops and Restaurants Downtown
PROPOSED DATES: Saturday, May 2, 2026
HOURS: All Day Shopping Event
ESTIMATED DAILY ATTENDANCE: 500+
DATES & TIMES OF EVENT SETUP & BREAKDOWN:
SET UP: N/A
BREAKDOWN: N/A

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

EVENT DETAILS

EQUIPMENT AT EVENT

- FESTIVAL
EXHIBIT(S)
CARNIVAL/CIRCUS/FAIR
GENERAL MEETING
PARADE
BLOCK PARTY OR PICNIC
SPORTING EVENT/COMPETITION
WEDDING/RECEPTION
REVIVAL
OTHER (EXPLAIN)
Shopping Event

- ADMISSION CHARGE/TICKET SALES
ALCOHOL SERVED
ALCOHOL SALES
FIREWORKS/PYROTECHNICS
FOOD TRUCKS
MERCH. VENDORS # OF: 40+
OPEN TO PUBLIC
STREET/SIDEWALK CLOSURE
CITY WATER USED
EVENT HELP PREVIOUSLY
CITY ELECTRIC USED

- AMPLIFIED SPEAKING/MUSIC
HOURS OF: 11:00 am - 7:00 pm
PORTABLE RESTROOMS
SPORTS EQUIPMENT
STAGE/PROPS/PRODUCTION
TENTS # & SIZE OF: 0
TEMPORARY EVENT SIGNAGE
DUMPSTERS/RECEPTACLES
COOKING EQUIPMENT USED
GAS
OPEN FLAME
OTHER (EXPLAIN):
Balloons on A-Frames

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

Event Date: 5/02/26

Planning & Zoning



APR 06 2026

Received by: CEF
Project #:

PZE 2026-0078

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

The Shop, Dine, & Stroll event offers a chance for downtown shoppers to discover unique shopping and dining options and win prizes in multiple opportunity drawings or branded as "Raffle May"NIA". Each participating business will hold an in-store drawing for a prize value orth up to \$50.00. Additionally, there will be a jackpot grand prize drawing for 5 visa gift cards in \$500, \$250, and \$100 denominations. Shoppers will be encouraged to visit all participating local retailers or restaurants, where raffle tickets for prize drawings are issued for each transaction - the more a shopper spends, the more raffle tickets earned.

FOR OFFICIAL USE ONLY

TECHNICIAN INITIAL: _____

DATE RECEIVED: _____

FEE PAID

CITY MANAGER/DESIGNEE: _____

DATE: _____

APPROVED: YES / NO

CONDITIONS:



Planning & Zoning

APR 06 2026

Received by: CEF
Project #: PZE 2026-0078

Event Date: 5/02/26

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
www.CWGDN.COM

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION AND SHOULD BE SUBMITTED AT LEAST EIGHT (8) WEEKS PRIOR TO THE SCHEDULED EVENT.

PLEASE SUBMIT ALL OF THE FOLLOWING ITEMS THAT APPLY ELECTRONICALLY WITH YOUR APPLICATION.

USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER’S OR LESSEE’S PERMISSION (IF PRIVATE PROPERTY WILL ALSO BE USED FOR THE EVENT).

ELECTRONIC SUBMITTAL OF ALL THE APPLICATION AND SUBMITTAL DOCUMENTS THROUGH THE CITY’S BS&A ONLINE PORTAL: (https://bsaonline.com/CD_PZEPROCESSAPPLICATION/WIZARDSTEP?STEP=1&UID=3123)

IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.

SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, REFUSE CANS OR DUMPSTERS, VENDOR PLACEMENT INCLUDING TENTS, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES, SIGNAGE, MEDICAL CARE LOCATIONS, SECURITY, ETC.

COPY OF APPLICANT’S INSURANCE CERTIFICATE. ANY EVENTS THAT USE THE PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY WILL REQUIRE THE APPLICANT TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE 1,000,000
- PRODUCTS AGGREGATE 1,000,000
- PERSONAL & ADVERTISING INJURY 250,000 EACH OCCURRENCE 250,000
- FIRE LEGAL LIABILITY 50,000
- MEDICAL PAYMENTS 2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES :

- APPLICATION FEE **\$25.00**
- **\$50.00** FOR EVENTS WITH LESS THAN 25 PEOPLE IN ATTENDANCE
- **\$150.00** FOR EVENTS WITH 25-200 PEOPLE IN ATTENDANCE
- **\$1,000.00** FOR EVENTS WITH MORE THAN 200 PEOPLE IN ATTENDANCE

NOTE: OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK, MONEY ORDER, CREDIT/DEBIT CARD AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and any other conditions of approval in approximately 3 to 6 weeks.
Special Event Application for Public Property 09/2025

Saturday
May 2
All Day



Historic Downtown Winter Garden



RAFFLE MAY-NIA

In-Store Prizes
PLUS up to \$500
Cash Gift Card
Jackpot Prizes

LIVE MUSIC
OUTDOOR
CONCERT
at Centennial Plaza
11 AM – 7 PM



PLUS, limited store gift cards
in randomly selected bags

UNIQUE SHOPS & RESTAURANTS



@officialdowntownwintergarden

Scan for Details



Operating hours and participation are at the discretion of individual establishments.



THE CITY OF WINTER GARDEN CITY COMMISSION AGENDA ITEM

From: Marc Hutchinson, Economic Development Director
Via: Jon Williams, City Manager
Date: April 16, 2026 **Meeting Date:** April 23, 2026
Subject: Summer Sidewalk Sale Special Event in Downtown Winter Garden

Discussion: The Summer Sidewalk Sale event will attract and offer shoppers an opportunity to experience our local Downtown stores with a bonus incentive to take advantage of numerous sales and promotions as the merchants close out the summer merchandise season and transition into fall and winter. In addition to the sales opportunities, the event also coincides with the back-to-school sales tax holiday period, providing shoppers with additional savings on eligible tax-exempt items priced at \$100 or less. The event will take place all day on Saturday August 1, 2026, and will include live music, merchandise setup on sidewalks, and will not require road closures.

Recommended Action: Motion to approve the special event application allowing the Summer Sidewalk Sale event to take place in Downtown Winter Garden on Saturday, August 1, 2026.

Attachments/References:

Summer Sidewalk Sale Special Event Application
Promotional Image for Event



APR 06 2026

Received by: CEF.
Project #:

P2E2026-0079

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
www.CWGDN.COM

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

DATE OF APPLICATION: 03/10/2026

ORGANIZATION/GROUP: City of Winter Garden Economic Development NON-PROFIT CORP INDIV.

NAME OF EVENT: Summer Sidewalk Sale

CONTACT/REPRESENTATIVE: Eric Fischer PHONE # 407.656.4111 Ext 2266

ALT. PHONE #: 321.848.7893 EMAIL: efischer@cwgdn.com

EVENT LOCATION: 300 W Plant Street, Various Shops and Restaurants Downtown PROPOSED DATES: Saturday, August 1, 2026

HOURS: All Day Shopping Event ESTIMATED DAILY ATTENDANCE: 500+

DATES & TIMES OF EVENT SETUP & BREAKDOWN:

SET UP: N/A BREAKDOWN: N/A

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

TYPE OF EVENT

- FESTIVAL
- EXHIBIT(S)
- CARNIVAL/CIRCUS/FAIR
- GENERAL MEETING
- PARADE
- BLOCK PARTY OR PICNIC
- SPORTING EVENT/COMPETITION
- WEDDING/RECEPTION
- REVIVAL
- OTHER (EXPLAIN)

Shopping Event including use of sidewalks

EVENT DETAILS

- ADMISSION CHARGE/TICKET SALES
- ALCOHOL SERVED
- ALCOHOL SALES
- FIREWORKS/PYROTECHNICS
- FOOD TRUCKS
- MERCH. VENDORS # OF: 30+
- OPEN TO PUBLIC
- STREET/SIDEWALK CLOSURE
- HOURS OF: N/A
- CITY WATER USED
- EVENT HELP PREVIOUSLY
- CITY ELECTRIC USED

EQUIPMENT AT EVENT

- AMPLIFIED SPEAKING/MUSIC
- HOURS OF: 11:00 am - 7:00 pm
- PORTABLE RESTROOMS
- SPORTS EQUIPMENT
- STAGE/PROPS/PRODUCTION
- TENTS # & SIZE OF: 0
- TEMPORARY EVENT SIGNAGE
- DUMPSTERS/RECEPTACLES
- COOKING EQUIPMENT USED
- GAS OPEN FLAME
- OTHER (EXPLAIN):
- Balloons on A-Frames

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.

Planning & Zoning

Event Date: 8/01/26



APR 06 2026

Received by: CEP
Project #:

P2E2026-0079

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

The Summer Sidewalk Sale is an outdoor/indoor event that provides downtown shoppers an opportunity to take advantage of numerous sales and promotions as the merchants close out the summer Season and transition into fall and winter. In addition to store specific sales and promotions, this event falls on a back-to-school tax free holiday, providing shoppers added savings on eligible tax-exempt items priced at \$100 or less. Live music and entertainment throughout downtown.

Multiple horizontal lines for providing a general description of the event.

FOR OFFICIAL USE ONLY

TECHNICIAN INITIAL: _____ DATE RECEIVED: _____ FEE PAID

CITY MANAGER/DESIGNEE: _____ DATE: _____ APPROVED: Yes / No

CONDITIONS: _____

Event Date: 8/01/26.

Planning & Zoning



APR 06 2026

Received by: CEP

Project #:

P2E00016-0079

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

P: 407.877.5136
F: 407.656.0839
www.CWGDN.COM

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION AND SHOULD BE SUBMITTED AT LEAST EIGHT (8) WEEKS PRIOR TO THE SCHEDULED EVENT.

PLEASE SUBMIT ALL OF THE FOLLOWING ITEMS THAT APPLY ELECTRONICALLY WITH YOUR APPLICATION.

USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER’S OR LESSEE’S PERMISSION (IF PRIVATE PROPERTY WILL ALSO BE USED FOR THE EVENT).

ELECTRONIC SUBMITTAL OF ALL THE APPLICATION AND SUBMITTAL DOCUMENTS THROUGH THE CITY’S BS&A ONLINE PORTAL: (https://bsaonline.com/CD_PZEPROCESSAPPLICATION/WIZARDSTEP?STEP=1&UID=3123)

IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.

SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, REFUSE CANS OR DUMPSTERS, VENDOR PLACEMENT INCLUDING TENTS, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES, SIGNAGE, MEDICAL CARE LOCATIONS, SECURITY, ETC.

COPY OF APPLICANT’S INSURANCE CERTIFICATE. ANY EVENTS THAT USE THE PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY WILL REQUIRE THE APPLICANT TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE 1,000,000
- PRODUCTS AGGREGATE 1,000,000
- PERSONAL & ADVERTISING INJURY 250,000 EACH OCCURRENCE 250,000
- FIRE LEGAL LIABILITY 50,000
- MEDICAL PAYMENTS 2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES :

- APPLICATION FEE **\$25.00**
- **\$50.00** FOR EVENTS WITH LESS THAN 25 PEOPLE IN ATTENDANCE
- **\$150.00** FOR EVENTS WITH 25-200 PEOPLE IN ATTENDANCE
- **\$1,000.00** FOR EVENTS WITH MORE THAN 200 PEOPLE IN ATTENDANCE

NOTE: OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK, MONEY ORDER, CREDIT/DEBIT CARD AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

APPROVAL PROCESS

COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and any other conditions of approval in approximately 3 to 6 weeks.
Special Event Application for Public Property 09/2025



Summer

**SIDEWALK
SALE**

HISTORIC DOWNTOWN WINTER GARDEN

SATURDAY, AUGUST 1

THE CITY OF WINTER GARDEN
CITY COMMISSION AGENDA ITEM

From: Kelly Carson, Planning Director

Via: Jon C. Williams, City Manager

Date: April 16, 2026

Meeting Date: April 23, 2026

Subject: **West Orange High – Sen’ya Later School Parade**

Issue: West Orange High School is requesting to hold a walking parade on Plant Street through downtown Winter Garden on Wednesday, May 13, 2026.

Discussion:

West Orange High School has submitted an application to hold their Sen’ya Later Parade on Wednesday, May 13, 2026 from 5:30 – 6:30 PM. They will stage everything in the parking lot at the southwest corner of East Plant Street and South Dillard Street and then the parade will follow the same route as usual west on Plant Street and turn around at Central Avenue to go back to the parking lot. This event will be students walking down Plant Street and will not include any vehicles other than one permitted golf cart. A segment of W Plant Street will close at 2:00 pm to prepare for the event.

Recommended Action:

Staff recommends approval of the walking parade and the proposed street closure.

Attachment(s)/References:

Permit Application and Parade Map
Conditions of Approval



MAR 02 2026

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

Received by: CEF
Project #:

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

P2E2026-0054

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

DATE OF APPLICATION: 2-25-26

ORGANIZATION/GROUP: West Orange High School PTSO NON-PROFIT CORP INDIV.

NAME OF EVENT: Sen'ya Later Parade

CONTACT/REPRESENTATIVE: Lize Landis PHONE # 703 282 7577

ALT. PHONE #: _____ EMAIL: _____

EVENT LOCATION: Downtown W6 PROPOSED DATES: Wed, May 13, 2026

HOURS: 5:30-6:30pm ESTIMATED DAILY ATTENDANCE: _____

DATES & TIMES OF EVENT SETUP & BREAKDOWN: _____

SET UP: _____ BREAKDOWN: _____

PLEASE CHECK ALL OF THE FOLLOWING THAT APPLY:

- TYPE OF EVENT**
- FESTIVAL
 - EXHIBIT(S)
 - CARNIVAL/CIRCUS/FAIR
 - GENERAL MEETING
 - PARADE
 - BLOCK PARTY OR PICNIC
 - SPORTING EVENT/COMPETITION
 - WEDDING/RECEPTION
 - REVIVAL
 - OTHER (EXPLAIN)

- EVENT DETAILS**
- ADMISSION CHARGE/TICKET SALES
 - ALCOHOL SERVED
 - ALCOHOL SALES
 - FIREWORKS/PYROTECHNICS
 - FOOD TRUCKS
 - MERCH. VENDORS # OF: _____
 - OPEN TO PUBLIC
 - STREET/SIDEWALK CLOSURE
 - HOURS OF: 5pm-6:30pm
 - CITY WATER USED
 - EVENT HELP PREVIOUSLY
 - CITY ELECTRIC USED

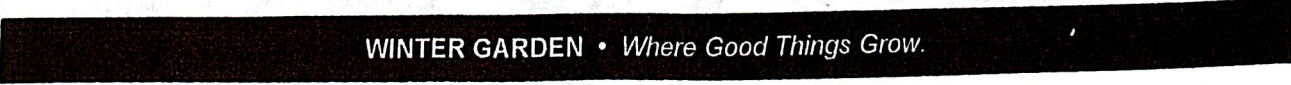
- EQUIPMENT AT EVENT**
- AMPLIFIED SPEAKING/MUSIC
 - HOURS OF: _____
 - PORTABLE RESTROOMS
 - SPORTS EQUIPMENT
 - STAGE/PROPS/PRODUCTION
 - TENTS # & SIZE OF: _____
 - TEMPORARY EVENT SIGNAGE
 - DUMPSTERS/RECEPTACLES
 - COOKING EQUIPMENT USED
 - GAS OPEN FLAME
 - OTHER (EXPLAIN): _____

FOOD VENDING

THE DEPT. OF BUSINESS AND PROFESSIONAL REGULATION OF THE STATE OF FLORIDA REQUIRES THAT YOU NOTIFY THEIR DIVISION OF HOTELS AND RESTAURANTS NO LATER THAN THREE DAYS PRIOR TO ANY TEMPORARY EVENT WHERE FOOD WILL BE SOLD. ALL FOOD VENDORS MUST MEET MINIMUM SAFETY AND SANITATION REQUIREMENTS AND PAY A TEMPORARY EVENT LICENSING FEE IF THEY DO NOT ALREADY HOLD AN ANNUAL LICENSE WITH THE STATE OF FLORIDA. THE DIVISION OF HOTELS AND RESTAURANTS CAN BE REACHED AT 850-487-1395 OR VISIT http://www.myfloridalicense.com/dbpr/hr/licensing/GT_tempevents.html FOR MORE INFORMATION.

MISCELLANEOUS POLICIES

- BOUNCE HOUSES, INFLATABLES, AND ANY TYPE OF RIDES ARE NOT ALLOWED ON CITY PROPERTY.
- EVENT ADVERTISING WILL NOT INCLUDE ANY REFERENCE OF ENDORSEMENT BY THE CITY OF WINTER GARDEN.
- TEMPORARY EVENT SIGNAGE MUST MEET CITY CODE REQUIREMENTS. CONTACT W.G. CODE ENFORCEMENT FOR INFO.
- THERE ARE OTHER SPECIAL REQUIREMENTS FOR MOTION PHOTOGRAPHY PRODUCTION.
- THERE ARE SPECIAL REQUIREMENTS FOR FIREWORKS.
- ANY EVENT UTILIZING PLANT ST. AND EFFECTIVELY CLOSING THE WEST ORANGE TRAIL MUST NOTIFY ORANGE COUNTY PARKS AND RECREATION AT 407-654-1108.
- IF ANY PORTION OF A STATE ROAD IS TO BE CLOSED, A STATE D.O.T. REQUEST FORM MUST BE OBTAINED FROM THE WINTER GARDEN POLICE DEPT., COMPLETED AND RETURNED TO THE WGPD TO BE FILED WITH THE STATE OF FLORIDA. SUCH REQUESTS SHOULD BE SUBMITTED AT LEAST SIX WEEKS PRIOR TO THE EVENT DATE.
- MAY BE REQUIRED TO MEET WITH CITY TO PRESENT DETAILS OF EVENT.





MAR 02 2026

COMMUNITY DEVELOPMENT DEPARTMENT
300 WEST PLANT STREET
WINTER GARDEN, FLORIDA 34787

Received by: CEF

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SPECIAL EVENTS

PLEASE PROVIDE A GENERAL DESCRIPTION OF THE EVENT THAT INCLUDES ALL FEATURES BEING PROPOSED TO TAKE PLACE. ELABORATE ON ANY 7 OF THE ABOVE CHECKED ITEMS, IF NECESSARY: (USE BACK IF NEEDED)

The WDHS PT30 is asking the City of Winter Garden to help celebrate the class of 2026. We are requesting blocking from Plant Street city block from 5:30-6:30pm so that seniors can walk down Plant Street wearing senior colors/shirts and waving to friends and family. Those watching will line the streets with posters, cheering their special senior. The gathering (beginning and end point) will be the lot across from First Baptist WG. This event allows family, friends and community to attend a celebration to honor the accomplishments of the class of 2026.

This will be the 6th year having this event and it has become a highly anticipated event and tradition of West Orange HS.

FOR OFFICIAL USE ONLY			
TECHNICIAN INITIAL: _____	DATE RECEIVED: _____	<input type="checkbox"/> FEE PAID	
CITY MANAGER/DESIGNEE: _____	DATE: _____	APPROVED: <input type="checkbox"/> YES / <input type="checkbox"/> NO	
CONDITIONS:			





MAR 02 2026

Received by: CEF
Project #:

PZE 2026-0054

P: 407.877.5136
F: 407.656.0839
WWW.CWGDN.COM

SPECIAL EVENT APPLICATION FOR PUBLIC PROPERTY

PER CITY CODE 27.1.3 "SPECIAL EVENTS" ARE DEFINED AS ANY PUBLIC ASSEMBLY OF 100 OR MORE PEOPLE IN ANY PARK, SIDEWALK, ALLEY, LAKE OR OTHER PUBLICLY OWNED AREA. COMPLETED APPLICATIONS SHOULD BE SUBMITTED NO LESS THAN 30 DAYS PRIOR TO THE FIRST DATE OF THE PROPOSED EVENT. EVENTS THAT REQUIRE CLOSURE OF ANY CITY STREET OR ARE ANTICIPATED HAVING MORE THAN 500 PEOPLE IN ATTENDANCE WILL REQUIRE APPROVAL OF THE CITY COMMISSION AND SHOULD BE SUBMITTED AT LEAST EIGHT (8) WEEKS PRIOR TO THE SCHEDULED EVENT.

PLEASE SUBMIT ALL OF THE FOLLOWING ITEMS THAT APPLY ELECTRONICALLY WITH YOUR APPLICATION.

USE OF PROPERTY – PROOF OF REAL PROPERTY OWNER'S OR LESSEE'S PERMISSION (IF PRIVATE PROPERTY WILL ALSO BE USED FOR THE EVENT).

ELECTRONIC SUBMITTAL OF ALL THE APPLICATION AND SUBMITTAL DOCUMENTS THROUGH THE CITY'S BS&A ONLINE PORTAL: (https://bsaonline.com/CD_PZEPROCESSAPPLICATION/WIZARDSTEP?STEP=1&UID=3123)

IF REGULATED BY THE STATE OF FLORIDA, A COPY OF THE STATE LICENSE, AND INSURANCE.

SITE PLAN INDICATING ALL AFFECTED AREAS, STREETS PROPOSING TO BE CLOSED, TEMPORARY POWER SOURCES TO BE INSTALLED, PORTABLE RESTROOM LOCATIONS, REFUSE CANS OR DUMPSTERS, VENDOR PLACEMENT INCLUDING TENTS, PARADE ROUTE OR ANY OTHER SIGNIFICANT FEATURES, SIGNAGE, MEDICAL CARE LOCATIONS, SECURITY, ETC.

COPY OF APPLICANT'S INSURANCE CERTIFICATE. ANY EVENTS THAT USE THE PUBLIC RIGHTS-OF-WAY OR CITY PROPERTY WILL REQUIRE THE APPLICANT TO NAME THE CITY OF WINTER GARDEN AS ADDITIONALLY INSURED.

LIMITS WILL IN MOST INSTANCES BE REQUIRED IN THE FOLLOWING AMOUNTS:

- GENERAL AGGREGATE 1,000,000
- PRODUCTS AGGREGATE 1,000,000
- PERSONAL & ADVERTISING INJURY 250,000 EACH OCCURRENCE 250,000
- FIRE LEGAL LIABILITY 50,000
- MEDICAL PAYMENTS 2,000

CITY STAFF RESERVES THE RIGHT TO REQUEST INCREASED LIMITS DEEMED NECESSARY FOR CERTAIN HIGH-RISK ACTIVITIES. INDIVIDUALS AND GROUPS WITHOUT INSURANCE, OR GROUPS THAT DO NOT PRODUCE AN APPROPRIATE CERTIFICATE OF INSURANCE TWO WEEKS PRIOR TO THE EVENT DATE WILL BE REQUIRED TO PURCHASE INDIVIDUAL EVENT POLICIES THROUGH THE CITY INSURANCE CARRIER AT LIMITS DEEMED NECESSARY BY CITY STAFF. PRICES FOR APPROPRIATE POLICIES ARE ESTABLISHED BY THE INSURANCE BROKER AND ARE NON-NEGOTIABLE. IF PROPER INSURANCE IS NOT OBTAINED OR PAID FOR AT LEAST TWO WEEKS PRIOR TO THE SCHEDULED EVENT, THE CITY RESERVES THE RIGHT TO CANCEL THE EVENT REQUEST.

PERMIT FEES:

- APPLICATION FEE \$25.00
- \$50.00 FOR EVENTS WITH LESS THAN 25 PEOPLE IN ATTENDANCE
- \$150.00 FOR EVENTS WITH 25-200 PEOPLE IN ATTENDANCE
- \$1,000.00 FOR EVENTS WITH MORE THAN 200 PEOPLE IN ATTENDANCE

NOTE: OTHER FEES WILL BE ASSESSED IF DEEMED NECESSARY BY CERTAIN APPLICABLE DEPARTMENTS. ALTHOUGH NOT AN EXHAUSTIVE LIST, FEES MAY BE ASSESSED FOR POLICE OFFICERS, POLICE SUPERVISORS, FIRE PROTECTION, EMT PERSONNEL, STREET BARRICADING, ELECTRIC USAGE, NECESSARY MAINTENANCE STAFF, TRASH RECEPTACLES & COLLECTION, OTHER NECESSARY STAFF ON-SITE DURING EVENT HOURS, ETC. BONDS OF UP TO \$5,000,000 MAY BE REQUIRED AT THE DISCRETION OF CITY STAFF FOR EVENTS WITH ATTENDANCE OVER 500 PEOPLE AND EVENTS HOSTING CERTAIN HIGH-RISK ACTIVITIES. ALL FEES MUST BE PAID IN FULL IN CASH, CERTIFIED CHECK, MONEY ORDER, CREDIT/DEBIT CARD AT LEAST TWO WEEKS PRIOR TO THE EVENT DATE TO AVOID CANCELLATION.

APPROVAL PROCESS

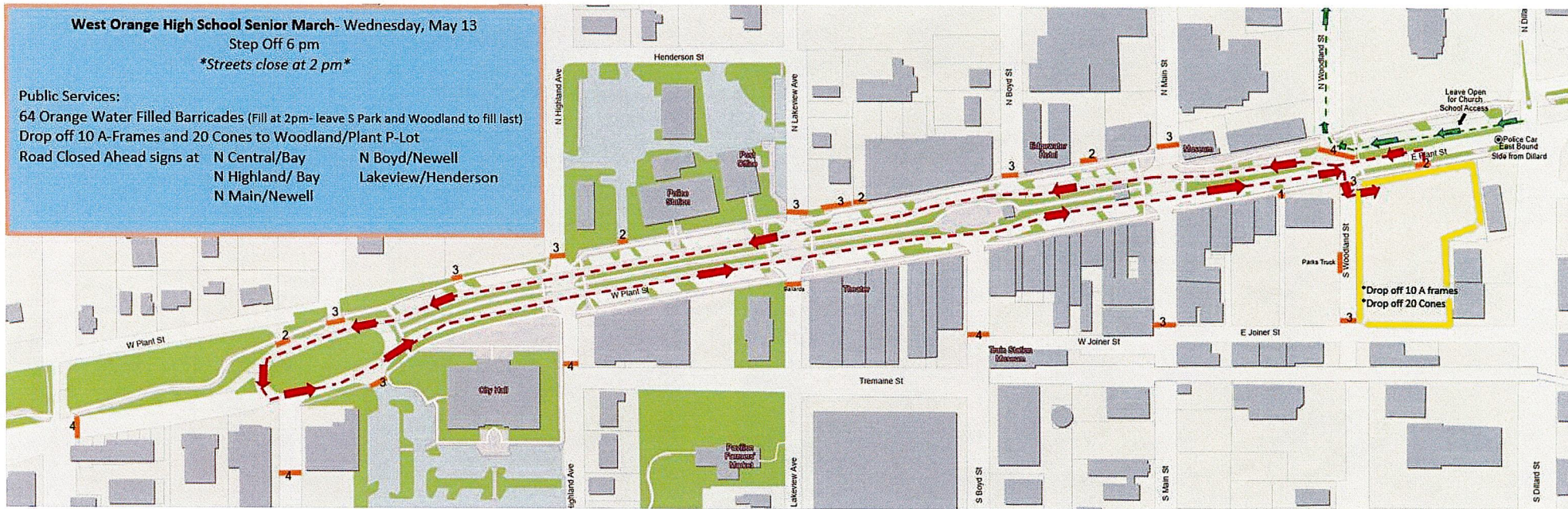
COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, CITY MANAGER AND PARKS & RECREATION departments will review all requests and forward to additional departments as needed. You may be contacted to provide further information. You will be notified of initial approval, additional fee requirements and any other conditions of approval in approximately 3 to 6 weeks.
Special Event Application for Public Property 09/2025

West Orange High School Senior March- Wednesday, May 13
Step Off 6 pm

Streets close at 2 pm

Public Services:

- 64 Orange Water Filled Barricades (Fill at 2pm- leave S Park and Woodland to fill last)
- Drop off 10 A-Frames and 20 Cones to Woodland/Plant P-Lot
- Road Closed Ahead signs at
N Central/Bay N Boyd/Newell
N Highland/ Bay Lakeview/Henderson
N Main/Newell



Parade route leaves Parking Lot at Woodland and Plant Street and travels West on Plant Street around the roundabout at Central and then continues East on Plant Street back to starting location



MEMBER CERTIFICATE OF INSURANCE

02/26/2026

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Named Insured Member (mailing address):

West Orange HS PTSO
 Jennifer Grecco or Current Officer
 1625 S. Beulah Rd
 Winter Garden, FL 34787

Named Insured & Mailing Address

Education Support Purchasing Group
 c/o AIM
 P.O. Box 742946
 Dallas, TX 75374-2946

Producer Name

AIM Association Insurance
 Management, Inc.
 P.O. Box 742946
 Dallas, TX 75374-2946

Named Insured Member (physical address):

1625 S. Beulah Rd
 Winter Garden, FL 34787

Insured #: FL520876

Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance
General Liability Concert Specialty Insurance Company	GL2025AIM41958	11/26/25 - 11/26/26	\$0	Per Occurrence \$1,000,000
		11/26/25 - 11/26/26		Damage to Rented Premises \$50,000
		11/26/25 - 11/26/26		Extended Medical \$10,000
		11/26/25 - 11/26/26		Personal & Advertising Injury \$1,000,000 General Aggregate \$2,000,000 Products - Comp/Ops \$2,000,000
Directors and Officers Concert Specialty Insurance Company	DO2025AIM34974	11/26/25 - 11/26/26	\$0	Per Occurrence / Aggregate \$1,000,000

Retroactive Date: 11/26/2024

Certificate Holder:

City of Winter Garden
 300 W Plant Street
 Winter Garden, FL 34787

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

AUTHORIZED REPRESENTATIVE

WINTER GARDEN – SPECIAL EVENT CONDITIONS OF APPROVAL

Event: Sen'ya Later Parade

Location: Downtown Winter Garden – Plant Street
PARCEL ID# 23-22-27-2888-01-013

Date of Event: Wednesday, May 13, 2026 5:30 PM to 6:30 PM

Conditions of Approval:

- Absolutely no confetti or glitter of any kind.
- Only one golf cart will be allowed in the parade.
- The school is responsible for providing volunteers at the entrance of staging lot directing parade participants in and making sure people are parking in the appropriate areas.
- The school is responsible for providing volunteers at the conclusion of the parade to ensure all trash has been picked up in the staging area, streets, and parade path.
- Streets must be open immediately after parade concludes and participants/spectators shall be mindful of staying on walking paths and not in streets.
- All music must be family friendly.
- No amplified speakers are allowed.
- Applicant must reach out to the WG Police Department to make accommodations for officers to be present during the event and also available in case the rain date is needed.



THE CITY OF WINTER GARDEN

COMMUNITY REDEVELOPMENT AGENCY (CRA) AGENDA ITEM

From: Marc Hutchinson, Economic Development Director

Via: Jon C. Williams, City Manager

Date: April 16, 2026

Meeting Date: April 23, 2026

Subject: Retail Strategies, Inc. Consultant Proposal/Agreement

Issue: Over the last several months, the Historic Downtown Winter Garden, has been significantly impacted by some unexpected marketplace forces within a short period of time that have resulted in major changes in property ownership, new investments at top dollar per square-foot (greater than \$60M in purchase value), operational disruptions for several small locally-owned businesses not having their leases renewed, and broad community concern about the City’s overall direction to safeguard the smalltown character of our Downtown. The City is firm and clear about the established vision for Winter Garden and our Historic Downtown ecosystem. The City’s design standards and regulatory framework have, in fact, served Winter Garden well in preserving the charm over the last 30 years.

The City now desires to explore other balanced/targeted ways to further support the small local business operator and has reached out to the consulting firm, Retail Strategies Inc., to engage their services and expertise to help us with marketplace studies and suitable recommendations. Retail Strategies has a 15-year track record of helping communities across 25 states including small towns like Winter Garden as well as throughout the State of Florida. Their deliverables and services are data and stakeholder driven making the solution set targeted and reflective of the community. Staff desires to enter into a consulting agreement with Retail Strategies Inc. The cost of this engagement will be \$50,000 annually for a three-year term. Year one will produce actionable policy and incentive recommendations based on marketplace analysis and stakeholder workshops including small business support services. Years two and three will provide ongoing support with small business recruitment, retention, biannual property-owner roundtables, quarterly progress reporting and access to an online small business training platform to help merchants succeed.

Recommended Action: Motion to approve authorizing City Manager to execute the Retail Strategies Inc. consulting agreement in the amount of **\$50,000** annually for three years.

Attachments/References:

Retail Strategies Inc. Proposal

Consulting Agreement Between the City of Winter Garden & Retail Strategies Inc.



Downtown Retail Recruitment Partnership

Winter Garden, Florida

Sarah Beth Stewart
VP, Community Partnerships
March 2026



Investment and Timeline

A Proven Path to ROI



Market Intelligence and Strategy Development

Serving as the foundation for a successful partnership, your team starts with industry-leading mobile and economic data, including retail gap analysis, demographics, walkability assessments, and commute pattern studies.



In-Market Workshop

Through an in-market workshop and assessment, we identify and catalog priority properties for adaptive reuse, backfilling, and redevelopment.



Downtown Market Assessment

Findings from your team's research and in-market workshop are combined with findings from market conditions and stakeholder survey to identify priority business categories for recruitment.



Strategic Business Recruitment

Your team targets successful small businesses in nearby markets who are positioned for expansion. We facilitate introductions, coordinate sites visits, and providing ongoing support.



Capacity Building & Retention

Existing businesses in your community receive access to our comprehensive on-demand training platform ensuring existing businesses thrive in addition to the recruitment of new businesses.



Policy and Systems Optimization

Your team will listen to prospective and existing businesses to assess local policies and provide recommendations that can impact downtown business development.

Pricing and Deliverables

(continued on next page)

\$50,000

Annual Investment

“The atmosphere is so different now. Stores are open consistently, the Merchants' Association is organized and active, and the different entities are collaborating and joining together to enhance the square.”

- Mayor **Stephanie Ducheneaux**
Snyder, Texas

Ribbon Cuttings

Not Reports

Wall Street Data, Main Street Business

Businesses site selection is driven by data and real estate. While others start with data, our analysis sets us apart. Retail Strategies uses the same trusted data relied on by hundreds of retail brands.

Retail's Preferred Consultant

Retail is relational. Founded by site selectors, Retail Strategies is viewed as a peer, not an outsider. When we call on your behalf, retailers answer.

Site Specific Prospects

We analyze all potential sites in your downtown market and match retailers to existing locations based on their existing operations and needs.

Full-Cycle Retail Recruitment

From prospect to expansion, your team will guide you through site analysis, policy recommendations, and retention tools, providing unmatched support at every step.

	Consulting Firms	Data Firms	Retail Strategies
Retailer Contact Data	✓	✓	✓
Industry Leading Mobile Data	✗	✓	✓
Retailer Outreach	✓	✗	✓
Retailers Matched to Specific Sites	✗	✓	✓
Site Readiness and Due Diligence	✗	✗	✓
On-Demand Business Retention Platform	✗	✗	✓
Policy Analysis and Optimization	✗	✗	✓

Market Intelligence & Strategy Development

The cycle begins with market analysis. Your team will take a deep dive into the data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Kick Off Call and Onboarding Form

We rely on your local expertise to drive results. We want to align your community's priorities with your team's initiatives. Within 24 hours of a formal engagement, we work to schedule a kick-off call with our primary point of contact to ensure alignment from the start.

Industry Leading Data

Data analysis and presentation often determine retail success. Retail Strategies is the only recruitment firm with exclusive access to Kalibrate, the same industry-leading data trusted by hundreds of retail brands.

Through our partnership, we can recruit Main Street businesses with Wall Street's data. Retail Strategies partners with the same trusted data source as brands below.



Mobile Data Collection

A report using cell phone data to show where shoppers in your trade area live and work.

Trade Area Identification

Using mobile data and real estate expertise, we uncover shopping patterns that guide retailer decisions.

Walkability Analysis

Identifying and scoring how walkable your downtown is and provide a snapshot of demographics of your downtown and surrounding residential neighborhoods.

Retail Leakage Analysis

We assess supply and demand to reveal retail categories most needed in your downtown.

Commute Patterns Report

Determining how far your consumers drive to and from work each day is helpful as downtowns work with merchants on determining the best operating hours.

Psychographic Analysis

We define your market's consumers through demographics, preferences, spending, and culture.

In-Market Workshop

Within the first 90 days of our partnership, your team will be in your community to perform their first annual market visit. Retailers, restaurants, and hotels want to minimize their risk, and Retail Strategies provides a higher value to our clients by performing due diligence and building rapport with key property owners.

Core Team Meeting

Your Retail Strategies team will meet with you in your community to discuss the retail development timeline and how retailers see your market.

Walking Tour

We want to see the intangibles of a community that don't show up on a map. We take time to tour your community and understand its unique assets beyond our desktop.

Property Owner Roundtable

While in your market, your team will meet with key stakeholders in the market (property owners, elected officials, city staff) to discuss the partnership, their pain points, and uncover community opportunities.



Downtown Market Assessment

At the end of our discovery process - we combine your data, analytics, real estate, and in-market workshop to identify priority business categories for recruitment.

This strategic roadmap highlights our research on the community, demographic information, and retail analysis, and also includes:

Catalog of Downtown Properties

Your Downtown Strategies team will identify, evaluate, and catalog which downtown properties are best suited for adaptive-reuse, backfilling, and redevelopment.

Your team will also identify property that can have a higher and better use for community impact.

Priority Business Categories for Recruitment and Expansion

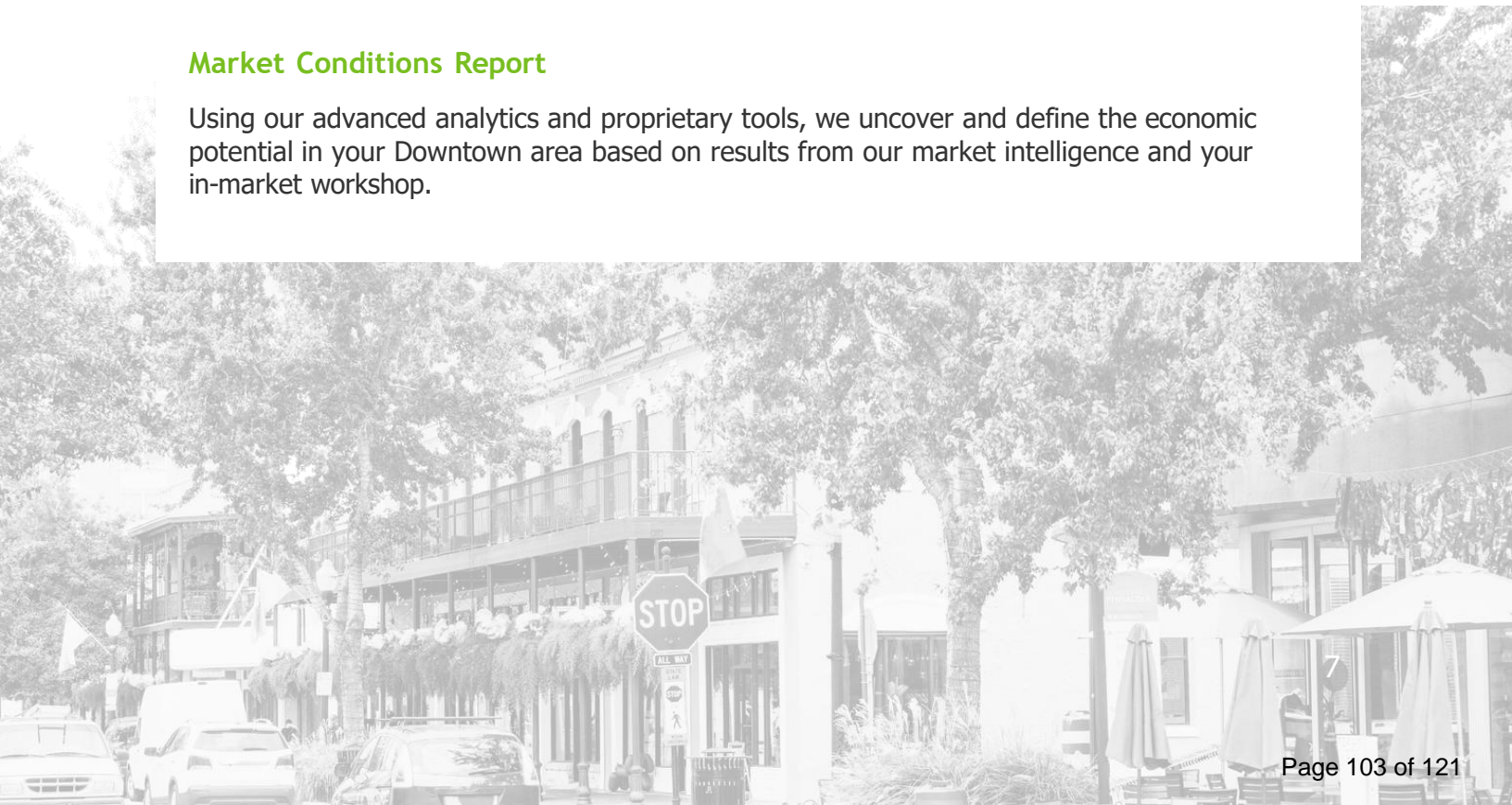
Your team will provide a list of business types that fit your community. The prospect category list will provide data for your team to engage with small business owners in nearby communities to have meaningful conversation about expanding.

Stakeholder Survey

This electronic survey is provided to the Core Team to circulate to your business owners, property owners, community partners, and the general public to give insights into your downtown. In addition to helping your downtown strategies team gain insights into your downtown area, this creates community buy-in for new downtown businesses.

Market Conditions Report

Using our advanced analytics and proprietary tools, we uncover and define the economic potential in your Downtown area based on results from our market intelligence and your in-market workshop.



Business Recruitment and Advisory

Identification and Outreach

Downtown Strategies team identifies the proper point of contact for prospective retailers along with their existing real estate requirements. Your Downtown Strategies team discusses and understands the retailer's territory/geographic dynamics and expansion plans.

This is often done using a combination of phone calls, emails, Zoom meetings, and in-person meetings



Interest Assessment from Retailers

Your Downtown Strategies team analyzes sites in your downtown based on specific retailer's site criteria. Your team creates an initial due diligence package for specific sites and presents that information to retailers and their representatives. Downtown Strategies team works towards connecting the retailer/their representatives with property owners/their representatives for approved sites in the market. The Downtown Strategies team also advises on policy impacting downtown retail and restaurant developments.

The Downtown Strategies team nurtures these leads throughout the lifecycle of a potential deal

Ongoing Support

Downtown Strategies team keeps partnership points of contact "in the loop" with ongoing recruitment efforts. This includes scheduling site visits with retailers and downtown property owners.

As needed, the Downwon Strategies team can provide clear updates (redacted and unredacted) for private or public consumption.

Updates will always be delivered on Basecamp, but can also be delivered via email depending on the client's preferences.

Property Owner Engagement

Biannual Property Owner Roundtables

Downtowns are dynamic and always evolving. To address local challenges and opportunities, Downtown Strategies will facilitate a property owner roundtable every 6 months to hear challenges and opportunities from property owners to better recruit and grow businesses in the downtown area.

With our background in commercial real estate, we understand property owner dynamics can be challenging. Navigating inflated rent costs, unengaged owners, and local relationships is something we are equipped to manage.

Custom Marketing Flyers

Marketing flyers showcase critical market data and real estate information to illustrate the top facts potential retailers need to know about your downtown. Property owners can upload these documents to their website, keep printed versions in their office, and distribute them to interested parties.








Capacity Building & Retention



Platform Capabilities

Your local businesses can access all training and technical assistance through a proprietary learning management system. The platform keeps users engaged with features that can be accessed safely from anywhere via computer, tablet, or mobile device.

	<p>Private Accounts</p>	<p>Each small business learner creates their own private account with a custom dashboard, achievements, and continuity across devices</p>
	<p>Flexible Access</p>	<p>Learners can access the platform from desktop, mobile, or tablet devices, using the same credentials.</p>
	<p>Gamified Incentives</p>	<p>Learners earn badges for activities like daily log-ins, downloading resources, and completing courses. Certificates are awarded for completing learning paths.</p>
	<p>Chat Forum</p>	<p>A public chat forum allows learners to post questions, share knowledge, and engage with peers. Instructors also post updates here.</p>
	<p>Access to Instructors</p>	<p>Learners can privately message instructors for 1:1 dialogue or Q&A, apart from public forum posts.</p>

Local Policy Recommendations Report

Your municipality's policy framework can either accelerate or hinder downtown business development. Our comprehensive Local Policy Recommendations Report evaluates your current municipal policy framework and provides actionable strategies to remove barriers, incentivize investment, and create competitive advantages that attract and retain businesses in your downtown district.

What's included in your report

Regulatory Framework

Downtown Strategies will advise on updating zoning and design standards so downtown can support mixed-use projects, adaptive reuse, and attractive public spaces. We will recommend process improvements such as streamlined permitting, clear approval timelines, and digital tools that reduce delays. Together, these changes create a more predictable, business-friendly environment that helps retailers open faster and strengthens downtown investment.

Strategic Incentives

Your team will help structure incentive programs that directly address gaps in your market, rewarding businesses that meet critical community needs. We will design performance-based tools while also advising on targeted programs such as façade grants or tax increment financing for key downtown sites.

Problem Property Solutions

Your report will recommend clear accountability and incentive measures to reduce the number of vacant or deteriorating properties, including enforceable maintenance standards and compliance timelines. This balanced approach both discourages neglect and encourages reinvestment, leading to a healthier and more attractive downtown.

Your Downtown Strategies team will support policy adoption and implementation strategies during the duration of our engagement.



Team and Communication

Your Portfolio Team

Led by a team of former downtown revitalization practitioners, our combination of real-world experience and experience working with 200 cities in 27 states qualifies us to assess communities with backfilling vacancies, assessing market dynamics, and identifying policy enhancements that will enhance local business vitality.



Jenn Gregory
President



Jeremy Murdock
Community Development
Specialist



Laura Marinos
Director of Client
Services



Taylor Turner
Client Services Manager

Project Team



Robert Jolly
Co-Founder,
Principal



Mead Silsbee
Co-Founder,
Principal



Scott VonCanon
Chief Operating
Officer



Lacy Beasley
President



Drew Franklin
Director of Marketing



Sam Hudson
Sr. Graphic Designer



Ruthie Jolly
Marketing Associate

**AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Agreement to Provide Consulting Services (this “Agreement”) is entered into as of the ___ day of _____, 2026 (the “Effective Date”), by and between the City of Winter Garden, Florida, a Florida municipal corporation (the “City” or “Client”), located at 300 W. Plant Street, Winter Garden, Florida and Retail Strategies, LLC, an Alabama limited liability company authorized to do business in the State of Florida, located at 2200 Magnolia Ave. South, Suite 100, Birmingham, AL 35205 (the “Consultant”). The City and Consultant are referred to collectively as the “Parties.”

RECITALS:

WHEREAS, the City desires to engage professional consulting services for downtown retail recruitment, market analysis, business retention, and related advisory services for the City’s downtown district; and

WHEREAS, the Consultant represents that it possesses specialized knowledge, experience, and professional skill in retail recruitment and downtown revitalization strategies; and

WHEREAS, the Consultant represents that it is duly qualified, authorized, and licensed to perform the Services contemplated herein and is authorized to transact business in the State of Florida; and

WHEREAS, the City desires to retain the Consultant, and the Consultant desires to be retained by the City, to provide professional consulting services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, agreements, and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in **Exhibit A** attached hereto and incorporated herein by reference (the “Services”). The Consultant shall perform the Services in a professional and workmanlike manner, consistent with generally accepted industry standards and practices. The Consultant shall devote such time, attention, skill, and efforts as are reasonably necessary to provide the Services in accordance with the schedule and milestones set forth in Exhibit A.

2. **TERM.**

A. Initial Term. The Consultant’s engagement and provision of Services shall commence upon the Effective Date as set forth above. Unless earlier terminated as provided in Section 7, this Agreement shall expire on the third anniversary of the Effective Date (the “Initial Term”).

B. Renewal At the expiration of the Initial Term, this Agreement may be renewed for successive one (1) year periods upon mutual written agreement of the Parties executed no later than thirty (30) days prior to the expiration of the then-current term, on such terms and conditions as the Parties may agree upon in writing. Any renewal shall be subject to annual appropriation of funds by the City Commission. The Initial Term and any renewal periods shall collectively be referred to as the “Term.”

C. Non-Appropriation. The City’s obligations under this Agreement for payment of amounts due in any fiscal year after the current fiscal year are contingent upon annual appropriation of funds by the City Commission. In the event the City Commission does not appropriate funds for this Agreement in any fiscal year following the first fiscal year of the Agreement, the City may terminate this Agreement upon thirty (30) days’ written notice to the Consultant without penalty or further obligation, and the Consultant shall be entitled to payment for Services satisfactorily performed through the date of termination.

3. CONSULTING FEE.

A. Consulting Fee. In consideration for providing the Services, the City agrees to pay the Consultant a consulting fee in the amount of Fifty Thousand Dollars (\$50,000.00) per contract year (the “Consulting Fee”). The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	\$25,000 due upon execution; \$25,000 due upon receipt of Downtown Market Assessment	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$50,000
Year Three	On or before the 1st anniversary of the Execution Date	\$50,000

B. Invoicing. The Consultant shall submit itemized invoices to the City, including a description of Services performed during the invoicing period and any supporting documentation reasonably requested by the City. The City shall pay all undisputed invoices within forty-five (45) days of receipt. Any disputed portion shall be resolved in good faith, and the undisputed portion shall be paid when due.

C. Payment Default. Undisputed invoices that remain unpaid beyond forty-five (45) days of receipt shall bear interest at the rate of one percent (1%) per month, compounded monthly. The Consultant shall submit to the City a separate invoice for any interest accrued. If the City fails to pay any undisputed portion of the Consulting Fee within forty-five (45) days of receipt, the Consultant shall provide the City with written notice of such non-payment. If the City fails to remit payment in full, including any accrued interest, within fifteen (15) days following receipt of such notice, the Consultant may cease all Services identified in Exhibit A until payment is received in full. In the event of any dispute arising between the Parties with respect to invoices, payments, or amounts due under this Agreement, each Party

shall bear its own attorneys' fees, costs, and expenses incurred in connection with the resolution of the dispute. Nothing in this Agreement shall be construed to obligate either Party to pay the attorneys' fees or costs of the other Party in connection with invoice-related disputes, except as may be required by law.

- D. No Additional Compensation.** Except as expressly set forth in this Agreement, Consultant shall not be entitled to any additional compensation, fees, costs, or reimbursements without prior written approval of the City.

4. PERFORMANCE STANDARDS AND DELIVERABLES

A. Milestones. The Consultant shall perform the Services in accordance with the following general timeline, subject to adjustment upon mutual written agreement of the Parties:

1. *Kick-Off Call and Onboarding*: Within fourteen (14) days of the Effective Date.
2. *Market Intelligence and Data Deliverables*: Within sixty (60) days of the Effective Date.
3. *In-Market Workshop*: Within ninety (90) days of the Effective Date.
4. *Downtown Market Assessment* (written deliverable): Within one hundred twenty (120) days of the Effective Date.
5. *Local Policy Recommendations Report* (written deliverable): Within one hundred twenty (120) days of the Effective Date.
6. *Active Business Recruitment*: Commencing upon completion of the Downtown Market Assessment and continuing throughout the Term.
7. *Biannual Property Owner Roundtables*: Every six (6) months during the Term.
8. *Quarterly Progress Reports*: Within fifteen (15) days following the end of each calendar quarter.

B. Quarterly Reports. Consultant shall provide City with written quarterly progress reports that include, at a minimum: (i) a summary of Services performed during the quarter; (ii) the status of each deliverable; (iii) a summary of business recruitment outreach activities, including the number and identity of businesses contacted; (iv) a summary of any site visits, introductions, or negotiations facilitated; and (v) any recommendations for the upcoming quarter.

C. Acceptance of Deliverables. Upon delivery of each deliverable identified in Exhibit A, the City shall have thirty (30) days to review and either accept or provide written notice of deficiencies. The Consultant shall cure any identified deficiencies within fifteen (15) days of receiving such notice.

5. CLIENT INFORMATION AND ACCESS.

To the extent permitted by law, the City will provide Consultant with reasonable access to relevant personnel, facilities, records, reports, and other information accessible by the City that the Consultant may reasonably request from time-to-time during the Term. The City acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

To facilitate such access and Consultant's delivery of the Services, the City designates the City's Economic Development Director (the "Client Representative"), currently Marc Hutchinson. The Client Representative will serve as the primary liaison between the Consultant and the City. The Client Representative will have responsibility for regular communications between the City and the Consultant, including providing updates in a timely manner. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative shall be responsible for disseminating updates regarding Consultant's activities and progress under this Agreement to the City Commission, City advisory boards, the Chamber of Commerce, and such other bodies or officials of the City as may be reasonably necessary, as required by law, or as may be required by the City's Code of Ordinances.

The City hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

6. INTELLECTUAL PROPERTY. All reports, analyses, assessments, and other materials prepared by the Consultant specifically for the City under this Agreement (collectively, "Work Product") shall become the sole property of the City upon delivery from the Consultant. The Consultant may retain copies of Work Product for its files and internal records. Consultant's pre-existing proprietary methodologies that are not created specifically for the City shall remain the property of the Consultant. Consultant grants City a non-exclusive license to use such materials solely in connection with the purposes of this Agreement and as may be required by law.

7. TERMINATION.

A. By the City At-Will. The City may terminate this Agreement at any time for any reason or for no reason upon delivery of thirty (30) days' prior written notice to the Consultant. In the event of termination for convenience, the Consultant shall be entitled to payment for Services satisfactorily performed through the effective date of termination, calculated on a pro rata basis for the then-current contract year. Except as otherwise provided in Sections 7.B and 7.C, any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable. Consultant shall deliver to City all completed and in-progress Work Product as of the termination date.

B. By the City for Cause. The City may terminate this Agreement for cause upon the occurrence of any of the following events, subject to the notice and cure provisions below:

1. The Consultant's material breach of any term or condition of this Agreement;
2. The Consultant's failure to perform the Services in a professional and workmanlike manner consistent with industry standards;
3. The Consultant's failure to achieve the milestones set forth in Section 4 within a reasonable time, absent excusable delay;

4. The Consultant's insolvency, bankruptcy, or assignment for the benefit of creditors; or
5. Any act of fraud, willful misconduct, or material misrepresentation by the Consultant.

In the event of a breach described in subsections (1), (2), or (3), the City shall provide the Consultant with written notice specifying the nature of the breach, and the Consultant shall have thirty (30) days following receipt of such notice to cure the breach. If the breach is not cured within such period, the City may terminate this Agreement immediately. In the event of termination for cause, the Consultant shall refund a pro rata portion of the Consulting Fee previously paid for the contract period during which termination occurs, based upon the number of days remaining in such contract period. Events described in subsections (4) and (5) shall not be subject to a cure period.

C. By the Consultant At-Will. The Consultant may terminate this Agreement: (i) upon sixty (60) days' prior written notice to the City for any reason or no reason; or (ii) upon thirty (30) days' prior written notice if the City fails to cure a material breach within thirty (30) days after the Consultant provides written notice thereof. In the event of termination by the Consultant under either subsection, the Consultant shall refund a pro rata portion of the Consulting Fee previously paid for the contract period during which termination occurs, calculated on a per diem basis using the daily rate of the annual Consulting Fee divided by three hundred sixty-five (365), based upon the number of days remaining in such contract period. The Consultant shall deliver to the City all completed and in-progress Work Product as of the termination date.

D. Obligations Upon Termination. Upon termination or expiration of this Agreement for any reason: (i) the Consultant shall promptly deliver to the City all Work Product, whether completed or in progress; (ii) the Consultant shall provide reasonable transition assistance for a period of thirty (30) days following the effective date of termination, at no additional cost to the City; (iii) each Party shall return or destroy the other Party's confidential information, subject to the requirements of Chapter 119, Florida Statutes; and (iv) the City's existing businesses shall retain access to the training platform through the end of the then-current contract period.

8. NOTICES. Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

City: City of Winter Garden
300 W Plant Street
Winter Garden, FL 34787
Phone: 407-656-4111 ext. 2306
Email: mhutchinson@cwgdn.com
Attention: Marc Hutchinson

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: contracts@retailstrategies.com
Fax: (205) 313-3677

Attention: Scott vonCannon | COO

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

9. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant, is and shall remain at all times, an independent contractor and not an employee, agent, partner, or joint venturer of the City. The Consultant does not have the express, implied or apparent authority either (A) to act as the City's agent or legal representative or (B) legally bind the City, its officers, agents or employees. The Consultant shall be solely responsible for all employment taxes, benefits, and insurance for its employees and subcontractors.

10. **CONFIDENTIALITY.** During the Term and for a period of two (2) years following the expiration or termination of this Agreement, each Party shall maintain the confidentiality of any non-public, proprietary, or sensitive information disclosed by the other Party in connection with this Agreement ("Confidential Information"), including retailer-specific information such as the identity of prospective businesses, the status of recruitment discussions, and the terms of any negotiations facilitated hereunder. Each Party shall use Confidential Information solely for purposes of this Agreement and shall not disclose it to any third party without the prior written consent of the disclosing Party, except to employees, agents, or subcontractors with a need to know who are bound by comparable confidentiality obligations.

A. Exclusions. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving Party; (ii) was known to the receiving Party prior to disclosure; (iii) is independently developed without use of the disclosing Party's Confidential Information; or (iv) is required to be disclosed by law, including Chapter 119, Florida Statutes.

B. Public Records. The Parties acknowledge that the City is subject to Chapter 119, Florida Statutes. To the extent Confidential Information constitutes a public record and is not otherwise exempt from disclosure, the City's obligations under this Section shall be limited by applicable law. The City shall provide the Consultant with reasonable advance notice prior to disclosure, to the extent permitted by law.

C. Remedies. In addition to any other remedies available at law or in equity, either Party shall be entitled to seek injunctive relief to enforce this Section without the necessity of proving actual damages.

11. **STANDARD TERMS.**

A. Affiliated Services: City acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage,

development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will City be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

- B. Governing Law and Venue:** Consultant will abide by all federal and state laws, rules, and regulations applicable to the provision of the subject Services. This Agreement is governed by the laws of the State of Florida. The proper venue for all disputes arising from this Agreement is the Circuit Court of Orange County, Florida.
- C. Insurance:** Consultant shall carry all insurance as required by the State of Florida and federal law.
- D. Third Party Beneficiaries:** This Agreement is for the sole benefit of the Parties to this Agreement and their permitted successors and assigns, if any. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- E. Publicity:** Consultant may reference the City's name and/or logo in a general listing of clients. Any other use of the City's name, logo, seal, or other identifying information in marketing materials, case studies, press releases, or promotional content shall require the prior written approval of the City Manager.
- F. Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. E-Verify.** By entering into this Contract, the Consultant is obligated to comply with the provisions of Section 448.095, Florida Statutes. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontractor must be terminated immediately.
- H. Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, as those terms are defined in Sections 287.135 and 215.473, Florida Statutes.
- I. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, Consultant certifies that neither it, nor any person or affiliate of the Consultant has been convicted of a public entity crime within the past thirty-six (36) months.

J. Public Records Compliance. Consultant acknowledges and agrees that City is a public entity subject to Florida's public records laws and as such, documents in Consultant's control and possession relating to the subject Agreement and Services are subject to inspection pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record fails to meet the applicable definition of a public record under Florida law. It is hereby specifically agreed that any record, document, computerized information and program, e-mail, electronic file, memorandum, drawing, audio or video tape or recording, photograph, or other writing of Consultant and its employees, subcontractors, and associates related, directly or indirectly, to this Agreement are likely considered to be public records whether in the possession or control of City or Consultant unless an exemption or exception under applicable law applies. Such records, documents, and computerized information and programs, e-mails, electronic files, memoranda, drawings, audio or video tapes and recordings, photographs, or other writings of Consultant are subject to the provisions of Chapter 119, Florida Statutes, and applicable retention schedules and may not be destroyed without the specific written approval of the City. While in the possession and control of Consultant all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to Florida's public records law. Upon request by City, Consultant shall at its expense, within five (5) business days, supply copies of said public records to the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OF THE CITY OF WINTER GARDEN, RONISHA MARTIN, AT 407-656-4111 EXT. 6237, RMARTIN@CWGDN.COM LOCATED 300 W. PLANT STREET, WINTER GARDEN, FL 34787.

K. Force Majeure: Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

L. Limitation on Liability: The Consultant's aggregate liability arising out of or related to this Agreement shall not exceed the total Consulting Fees paid and payable during the then-current contract year, except that this limitation shall not apply to: (i) the Consultant's indemnification obligations; (ii) claims arising from the Consultant's willful misconduct, gross negligence, or fraud; or (iii) the Consultant's obligations regarding confidentiality and intellectual property under Section 6 and Section 10. Nothing in this Agreement shall be construed to limit the City's rights or remedies available at law or in equity.

M. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.

N. Binding Effect: This Agreement will bind the Parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

O. Construction: This Agreement will be construed in its entirety according to its plain meaning and shall not be construed against the Party who drafted it. The headings and captions are for convenience only and do not define or limit the scope of the Agreement.

P. Prohibition on Assignment: No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

Q. Waiver: Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.

R. Survival: Section 6, Section 7, and Section 10 will survive termination of this Agreement.

S. Counterparts; Electronic Transmission: This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the City and Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:

CITY OF WINTER GARDEN, FLORIDA

By: _____

Name: Jon C. Williams

Title: City Manager

Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____

Name:

Title:

Date:

EXHIBIT A
DOWNTOWN BUSINESS RECRUITMENT

I. CONSULTANT AGREEMENT

This section outlines what Retail Strategies (the “consultant”) will provide to Winter Garden, FL (the “client”).

A. RESEARCH

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
4. Retail leakage report
5. Walkability assessment
6. Commute patterns report
7. Updates provided on retail industry trends

B. IN-MARKET WORKSHOP

1. Facilitated meeting with Core Team of stakeholders
2. Walking tour of downtown area to identify and analyze catalyst vacancies
3. Property Owner Roundtable to build relationships and understand opportunities with key players

C. DOWNTOWN MARKET ASSESSMENT (Deliverable)

1. Identify/Evaluate/Catalog priority downtown properties for adaptive-reuse, backfilling, re-development and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Market Conditions Report
4. Stakeholder survey input from current business owners, property owners, key community partners and the general public

D. BUSINESS RECRUITMENT

1. Identification and outreach to successful small businesses who may be interested in expanding into your downtown
2. Interest assessment from targeted businesses
3. Facilitation of site visits and introductions to property owners
4. Support through preliminary discussions and space evaluation
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the City

E. PROPERTY OWNER ENGAGEMENT

1. Biannual Property Owner Roundtables facilitated virtually to address local challenges and opportunities

2. Custom marketing flyers and demographic sheets for property owners interested in leasing or selling

F. EXISTING BUSINESS TRAINING

1. Access to go at your own pace, on-demand platform for local businesses owners providing technical assistance and training on topics such as business modernization, digital marketing, lease negotiation, and more.
2. Platform available to an unlimited number of local businesses and includes features such as gamification, reporting, and custom account pages for each business.

G. LOCAL POLICY RECOMMENDATIONS (Deliverable)

1. Assessment of current municipal policies affecting downtown business development
2. Recommendations report including suggestions for municipal policies to improve business conditions in downtown area
3. Support for policy adoption and implementation strategies

EXHIBIT A
(Continued)

II. CLIENT AGREEMENT

This section outlines what Winter Garden, FL (the “Client”) will provide for Retail Strategies (the “Consultant”).

A. Point of Contact

1. One individual shall be specifically designated by Client and identified to Consultant as the primary point of contact (“POC”)
2. POC will be responsible for regular communications between Client and Consultant
3. POC will be responsible for communicating all of Consultants updates and activities to Client as necessary
4. POC will be the primary facilitator of communication as it relates to concerns from board members, city council and/or other decision making community leaders
5. POC will be competent to aid Consultant in navigation of local political landscape
6. POC will have access to Basecamp and will post messages and on –going local updates in a timely manner

B. Information and Material Requested by Consultant:

1. Consultant will provide POC with no less than 3 business days’ notice before materials and other information are needed
2. Client/ POC understands that Consultant’s ability to stay on schedule will depend on receiving requested information by the requested deadline
3. Client/ POC will provide consultant with ongoing updates related to retail growth and development, including but not limited to: (i) businesses that open, close, or rumors associated, as such; (ii) changes in economic drivers (i.e. significant increase or decrease in employees for major employment, school enrollments, housing or medical); (iii) new ownership of real estate or changes in the owner’s personal situation that may affect willingness to sell property
4. Client/ POC will inform Consultant of plans to attend ICSC conferences providing ample time to assist in planning

C. Information and Material Requested by Client:

1. POC will provide Consultant with no less than 3 business days’ notice before a full update is needed
2. Client/ POC understand the confidentiality of communication containing retailer specific information and will notify Consultant before sharing such information publicly